IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

JEANNETTE IRBY *et al.* Plaintiffs, v. BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC. and SANOFI-SYNTHELABO, INC. Defendants.	Case No. _____

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, and any other applicable laws, Defendants Bristol-Myers Squibb Company, Sanofi-Aventis U.S. LLC, Sanofi-Aventis U.S. Inc., and Sanofi-Synthelabo Inc. (collectively "Defendants")[1] hereby give notice of removal of the above action, entitled *Jeannette Irby et al. v. Bristol-Myers Squibb Company et al.*, bearing civil action No. 13-L-7503, from the Circuit Court of Cook County, Illinois, to the United States District Court for the Northern District of Illinois.

INTRODUCTORY STATEMENT

1. Defendants' removal is predicated on the "mass action" provision of the Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. §§ 1332(d)(11)(B), 1453(b).

[1] Sanofi-Aventis U.S. LLC was incorrectly designated as "Sanofi-Aventis U.S., L.L.C." and Sanofi-Synthelabo Inc. was incorrectly designated as "Sanofi-Synthelabo, Inc." in the Complaint. Plaintiffs also named as a defendant and served Sanofi-Aventis U.S. Inc. (incorrectly designated as "Sanofi-Aventis, U.S., Inc."). Sanofi-Aventis U.S. Inc. has changed its corporate name to Sanofi US Services Inc.

2. CAFA permits removal of cases involving 100 or more plaintiffs when certain other criteria are met. 28 U.S.C. § 1332(d)(11)(B)(i). As set forth below, this action includes more than 100 named plaintiffs and satisfies each of the other requirements for removal under CAFA.

3. This case also involves an attempt by Plaintiffs to evade federal jurisdiction by filing "mass" complaints which improperly piggyback hundreds of claims of diverse plaintiffs on the shoulders of a handful of non-diverse plaintiffs. It is one of four multi-plaintiff actions filed on the same day in Cook County, Illinois, by the same law firm involving a total of 460 individuals from 42 states across the country, only 37 of which are non-diverse from Defendants. Jurisdiction is therefore also proper based on diversity because the vast majority of Plaintiffs in these four mass Complaints are of diverse citizenship from Defendants, with only a few non-diverse Plaintiffs thrown in to thwart removal. Under the fraudulent misjoinder doctrine, the citizenship of those few non-diverse Plaintiffs should be ignored and the Court should retain jurisdiction over the diverse Plaintiffs' claims.

4. On February 12, 2013 the Judicial Panel on Multidistrict Litigation ("JPML") established a Plavix® MDL. Issues regarding the federal courts' jurisdiction over the Plavix®-related cases have arisen a number of times in different courts and are likely to arise again in the future as new cases are filed. Allowing the MDL transferee court to decide jurisdictional issues would ensure uniform and consistent rulings across the litigation.

5. As further grounds for removal, Defendants state as follows:

PROCEDURAL BACKGROUND

6. On July 1, 2013, 118 Plaintiffs hailing from 28 different states across the country filed a single Complaint against Defendants in the Circuit Court of Cook County, Illinois, arising from Plaintiffs' use of the prescription drug Plavix®.

7. Pursuant to 28 U.S.C. § 1446(a), a true and legible copy of the Complaint is attached as Exhibit A.

8. On July 1, 2013, Plaintiffs served a copy of the Complaint and summons on Defendant Bristol-Myers Squibb Company. On July 2, 2013, Plaintiffs served a copy of the Complaint and summons on Defendants Sanofi-Aventis U.S. LLC, Sanofi US Services Inc. (f/k/a Sanofi-Aventis U.S. Inc.), and Sanofi-Synthelabo Inc.

9. Pursuant to 28 U.S.C. § 1446(a), a true and legible copy of each summons is attached as Exhibit B. No other process, pleadings, or orders have been served upon Defendants.

I. JURISDICTION PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

10. Removal of this action is warranted on the basis of the "mass action" provision of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. §§ 1332(d)(11)(B), 1453(b). Under that provision, a "mass action" is "any civil action . . . in which monetary relief claims of 100 or more persons are proposed to be tried jointly on the ground that the plaintiffs' claims involve common questions of law or fact," and in which CAFA's other jurisdictional requirements such as minimal diversity and amount-in-controversy are met.

11. ***Mass action requirement.*** This case includes 118 named Plaintiffs. It therefore qualifies for removal under CAFA's "mass action" requirement, which provides for federal jurisdiction in "any civil action involving monetary relief claims of 100 or more persons that are

proposed to be tried jointly due to common questions of law or fact." 28 U.S.C. § 1332(d)(11)(B)(i).

12. The claims of the 118 Plaintiffs share common questions of law or fact. All of the Plaintiffs plead identical civil claims for strict products liability, manufacturing defect, failure to warn, and negligence, and seek compensatory damages, costs, attorney's fees, and other monetary relief as available under the law. Compl. ¶¶ 434-86. Those claims are all based on identical allegations concerning Defendants' supposed wrongdoing. Each Plaintiff's claims will involve individual issues relating, for instance, to each doctor's decision to prescribe the product to each Plaintiff. But the minimum requirement of common questions of law or fact is easily met given that the allegations concerning Defendants' conduct and the legal theories in the Complaint are the same for all Plaintiffs.

13. Plaintiffs' intention that their claims be tried jointly due to common questions of law or fact can be presumed from their decision to lodge them together in a single case. *Bullard v. Burlington N. Santa Fe Ry. Co.*, 535 F.3d 759, 762 (7th Cir. 2008) (affirming the district court's determination that "one complaint implicitly proposes one trial"). As with the plaintiffs in *Bullard*, Plaintiffs "have designed a class-action substitute. Their Complaint alleges that several questions of law and fact are common to all [118] plaintiffs; it provides no more information about each individual plaintiff than an avowed class complaint would do." *Id*. at 761.

14. ***Minimal diversity.*** The minimal diversity requirement of CAFA is also satisfied. Minimal diversity requires only that at least one plaintiff is not a citizen of the same state as at least one defendant. *See* 28 U.S.C. § 1332(d)(2)(A), (d)(11)(A). Defendants are citizens of New York, New Jersey, and Delaware. *See* discussion *infra* ¶¶ 30-33. Plaintiffs in this case include

citizens of 26 different states from those in which Defendants are citizens. Minimal diversity is therefore satisfied for the purposes of CAFA.

15. ***Amount-in-controversy.*** As explained below, each Plaintiff's claim meets the traditional $75,000 amount-in-controversy requirement, and this Complaint also satisfies CAFA's aggregate threshold of $5 million in controversy. *See* 28 U.S.C. § 1332(a)(d)(6), (d)(11)(A), (d)(11)(B)(i).

16. Although the Complaint seeks unspecified compensatory damages, it is facially apparent from the Complaint that the amount-in-controversy between each Plaintiff and Defendants exceeds the sum or value of $75,000, exclusive of interest and costs. The Complaint includes six causes of action -- strict products liability, manufacturing defect, failure to warn, negligence, loss of consortium, and wrongful death -- and alleges that Plaintiffs' use of Plavix® caused serious and irreparable bodily injury, pain of body and mind, embarrassment and humiliation, loss of enjoyment of life, present and future medical expenses, lost wages, and attorney's fees. *See, e.g.*, Compl. ¶ 454; *id*. at Prayer for Relief, ¶¶ 1-3. The Complaint also alleges that Plaintiffs suffered injuries such as cerebral bleeding, heart attack, stroke, gastrointestinal bleeding, bleeding ulcers, and death. *See, e.g.*, Compl. ¶¶ 319-20, 325, 327.

17. Given the nature and extent of each of the 118 Plaintiffs' alleged injuries and damages, the Complaint places at issue more than $75,000 between each Plaintiff and Defendants, exclusive of interest and costs. *See RBC Mortg. Co. v. Couch*, 274 F. Supp. 2d 965, 969 (N.D. Ill. 2003) (in product liability and personal injury actions alleging "severe and permanent injuries," courts routinely find that the amount-in-controversy is satisfied); *Maglione v. Cottrell, Inc.*, No. 00 C 2436, 2000 WL 988529, at *2 (N.D. Ill. July 18, 2000) (on the face of

the complaint, amount-in-controversy satisfied when plaintiff allegedly suffered "a serious and permanent injury, requiring ongoing medical care").

18. Moreover, the allegations in the Complaint are substantially similar to other complaints filed in or removed to federal court and seeking more than $75,000 in damages. *See* Compl. ¶ 215, *Chesney v. Bristol-Myers Squibb Co.*, No. 1:11-cv-3246 (KAM-VVP) (E.D.N.Y. July 5, 2011) (Ex. C) (seeking at least $3 million in damages); First Am. Compl. ¶ 6, *LaBarre v. Bristol-Myers Squibb Co.*, No. 3:06-cv-06050 (FLW-TJB) (D.N.J. May 1, 2009) (Ex. D) (alleging federal jurisdiction "because the amount in controversy exceeds Seventy-Five Thousand Dollars ($75,000.00), exclusive of interest and costs"); First Am. Compl., *Mills v. Bristol-Myers Squibb Co.*, No. 2:11-cv-00968 (removed D. Ariz. May 16, 2011) (Ex. E). Like the Complaint here, these other federal Plavix® actions alleged "severe and permanent injuries" from the use of Plavix® under similar theories of strict liability and negligence. *See* Ex. C, ¶¶ 72-124 (claim for negligence, design defect, manufacturing defect, and failure-to-warn); Ex. D, ¶¶ 31-71 (same); Ex. E, ¶¶ 66-95, 109-11 (same).

19. The Seventh Circuit has held that a defendant removing a case to federal court may simply show a "reasonable probability" that the amount-in-controversy exceeds $75,000. *See Chase v. Shop 'n Save Warehouse Foods, Inc.*, 110 F.3d 424, 427 (7th Cir. 1997). *See also Roe v. Michelin N. Am, Inc.*, 613 F.3d 1058, 1061-62 (11th Cir. 2010) (in determining whether the amount-in-controversy has been satisfied, allowing district courts to look at the face of the complaint and make "reasonable deductions, reasonable inferences, or other reasonable extrapolations") (citation omitted); *Sasenbury v. Barnes-Jewish Hosp.*, No. 10-cv-0151-MJR-CJP, 2010 WL 1912913, at *2 (S.D. Ill. May 12, 2010).

20. On these facts, Defendants reasonably believe and assert that the amount-in-controversy for each Plaintiff's claim in these actions exceeds $75,000, exclusive of interest and costs.

21. Defendants further reasonably believe and assert that the amount-in-controversy in this matter exceeds $5 million. Defendants, as "the proponent[s] of federal jurisdiction" need only explain "plausibly how the stakes exceed $5,000,000" once they have done so "the case belongs in federal court unless it is legally impossible for the plaintiff to recover that much." *ABM Sec. Servs., Inc. v. Davis*, 646 F.3d 475, 478 (7th Cir. 2011) (quoting *Blomberg v. Serv. Corp. Int'l*, 639 F.3d 761, 764 (7th Cir. 2011)) (internal citation omitted). Here, as explained above, each Plaintiff's claim involves an amount-in-controversy exceeding $75,000. Thus, the aggregate amount-in-controversy for the 118 Plaintiffs in this case alone is at least $8,850,000. If the Court concludes that the amount-in-controversy is not apparent on its face, Defendants respectfully request limited discovery to determine if the amount-in-controversy requirement is satisfied.

22. ***Exceptions do not apply.*** Plaintiffs bear the burden of demonstrating that any exception to CAFA jurisdiction applies. *See Hart v. FedEx Ground Package Sys. Inc.*, 457 F.3d 675, 680-81 (7th Cir. 2006). In any event, none of the exceptions to CAFA jurisdiction apply here.

23. Plaintiffs do not contend that all of their alleged injuries occurred in Illinois or contiguous states. *See* 28 U.S.C. § 1332(d)(11)(B)(ii)(I). Plaintiffs hail from 28 states across the country.

24. Plaintiffs' claims are also not being "joined upon motion of a defendant." 28 U.S.C. § 1332(d)(11)(B)(ii)(II). It is Plaintiffs who chose to file a single Complaint in a single

court involving over 100 Plaintiffs with claims involving common questions of law or fact. Defendants have not sought to join the claims and do not believe that they should be tried jointly.

25. Nor are the claims in these cases alleged on behalf of the general public "pursuant to a State statute specifically authorizing such action." 28 U.S.C. § 1332(d)(11)(B)(ii)(III).

26. Plaintiffs' claims have not been coordinated only for pretrial proceedings. 28 U.S.C. § 1332(d)(11)(B)(ii)(IV). Plaintiffs' joinder of plaintiffs in one Complaint with common liability allegations is sufficient to establish their intent to be tried together for purposes of CAFA. *See Bullard*, 535 F.3d at 762.

27. Finally, jurisdiction is mandatory and not discretionary under CAFA because fewer than one-third of Plaintiffs in this action are from Illinois. *See* 28 U.S.C. § 1332(d)(3). In addition, mandatory abstention is unwarranted here for the same reason, and for the additional reason that no Defendant is a citizen of Illinois. *See* 28 U.S.C. § 1332(d)(4). Thus, the "local defendant" exception to CAFA does not apply here.

II. DIVERSITY JURISDICTION

28. Defendants also remove this action on the basis on diversity jurisdiction pursuant to 28 U.S.C. §§ 1332 and 1441, and the doctrine of fraudulent misjoinder.

29. Plaintiffs have joined in one action 118 individuals from 28 different states. Except for some spouses joined as loss-of-consortium Plaintiffs, Plaintiffs are unrelated. Plaintiffs do not allege that they received their prescriptions for Plavix® from the same physician. They do not allege a common condition for which they were prescribed Plavix®. They do not allege similarities in length of exposure to Plavix®. They do not allege similar dates of injuries or even the same type of Plavix®-related injuries. Thus, the attempted joinder of these Plaintiffs constitutes fraudulent misjoinder.

A. Complete Diversity

30. Defendant Bristol-Myers Squibb Company is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New York. Defendant Bristol-Myers Squibb Company is, therefore, a citizen of the States of Delaware and of New York.

31. Defendant Sanofi-Aventis U.S. LLC is a limited liability company organized under Delaware law. The sole members of Sanofi-Aventis U.S. LLC are Aventis Pharmaceuticals Inc. and Sanofi-Synthelabo Inc. Aventis Pharmaceuticals Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New Jersey. Sanofi-Synthelabo Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New Jersey. Defendant Sanofi-Aventis U.S. LLC is, therefore, a citizen of the States of Delaware and of New Jersey.

32. Defendant Sanofi US Services Inc. (f/k/a Sanofi-Aventis U.S. Inc.) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New Jersey. Defendant Sanofi US Services Inc. is, therefore, a citizen of the States of Delaware and of New Jersey.

33. Defendant Sanofi-Synthelabo Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New Jersey. Defendant Sanofi-Synthelabo Inc. is, therefore, a citizen of the States of Delaware and of New Jersey.

34. The amount-in-controversy for diversity removal purposes is satisfied here for the same reasons set forth above. *See* discussion *supra* ¶¶ 15-21.

35. Plaintiffs are 118 individuals from the States of Alabama, Arkansas, California Colorado, Florida, Georgia, Illinois, Massachusetts, Maryland, Minnesota, Missouri, Mississippi, North Carolina, Nebraska, New Hampshire, New Jersey, New York, Nevada, Ohio, Oklahoma,

Pennsylvania, Rhode Island, South Carolina, Texas, Utah, Virginia, Wisconsin and West Virginia. *See infra* Part III (listing Plaintiffs' individual citizenship).

36. Only 15 of the 118 Plaintiffs are non-diverse from Defendants, but the citizenship of those Plaintiffs should be disregarded as fraudulently misjoined.[2] *See, e.g.*, *In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.*, 294 F. Supp. 2d. 667, 673 (E.D. Pa. 2003) ("[T]he same principles of fraudulent joinder apply where a plaintiff is improperly joined with another plaintiff so as to defeat diversity jurisdiction.") (citations omitted); *In re Rezulin Prods. Liab. Litig.*, 168 F. Supp. 2d 136, 146-48 (S.D.N.Y. 2001) ("[A]ccordingly, as the plaintiffs have been misjoined, and the misjoinder of plaintiff Dupree in particular destroys diversity, the court will sever her action for purposes of maintaining the defendants' right to removal of the remainder of the action.").

37. The fraudulent misjoinder doctrine permits the Court to ignore the citizenship of non-diverse plaintiffs who fail to "make[ ] out at least one claim that arises out of the same transaction or occurrence or series of transactions or occurrences as the other plaintiffs." *In re Rezulin Prods. Liab. Litig.*, MDL No. 1348, Nos. 00 Civ. 2843 (LAK), 01 Civ. 4010, 2002 WL 31496228, at *1 (S.D.N.Y. Nov. 7, 2002). This doctrine was first articulated by the Eleventh Circuit in *Tapscott v. MS Dealer Serv. Corp.*, 77 F.3d 1353, 1360 (11th Cir. 1996), *abrogated on other grounds, Cohen v. Office Depot, Inc.*, 204 F.3d 1069 (11th Cir. 2000). *See also In re Benjamin Moore & Co.*, 309 F.3d 296, 298 (5th Cir. 2002); *In re Benjamin Moore & Co.*, 318 F.3d 626, 628 (5th Cir. 2002); *In re Prempro Prods. Liab. Litig.*, 417 F. Supp. 2d 1058 (E.D.

[2] The 15 non-diverse plaintiffs are Paul E. Zappala, Allan L. Stephenson, Anna Stephenson, Marie M. Perrin, Roger D. Hopkins, Donna J. Hopkins, Bernard E. Milowitz, Barbara Grinkovich, Amanda C. Baker, George M. Heysham, Cathy Heysham, Peter C. Serubo, Nicholas Toscano, Katherine Toscano, Lawrence B. Robinson. Compl. ¶¶ 10, 58, 61, 62, 118, 121, 144, 147, 165, 191, 194, 225, 246, 249, 258.

Ark. 2006); *Greene v. Wyeth*, 344 F. Supp. 2d 674, 684-85 (D. Nev. 2004); *Smith v. Nationwide Mut. Ins. Co.*, 286 F. Supp. 2d 777, 781 (S.D. Miss. 2003); *Coleman v. Conseco, Inc.*, 238 F. Supp. 2d 804, 808 (S.D. Miss. 2002), *abrogated on other grounds, Sweeney v. Sherwin Williams Co.*, 304 F. Supp. 2d 868, 873 (S.D. Miss. 2004).

38. Since *Tapscott*, the fraudulent misjoinder doctrine has been held to be "particularly relevant to large pharmaceutical product liability actions." *In re Fosamax (Alendronate Sodium) Prods. Liab. Litig. (No. II)*, MDL No. 2243 (JAP-LHG), No. 11-3045, 2012 WL 1118780, at *3 (D.N.J. Apr. 3, 2012). Courts frequently find plaintiffs who ingest the same pharmaceutical product but otherwise fail to allege that they received the product from the same source, at the same point in time, for similar periods of time, or suffer from similar injuries to be fraudulently misjoined. *Id.* at *5 ("[T]he factual, temporal, and geographic diversity among Plaintiffs' claims wholly disregards the purposes of permissive joinder because these are claims that no 'reasonable person would normally expect to be tried together.'") (citation omitted); *In re Rezulin*, 2002 WL 31496228, at *1 ("As the Court previously has held, the joinder of plaintiffs who have no connection to each other except the fact that they ingested Rezulin constitutes misjoinder.").[3]

[3] *See also In re Diet Drugs*, 294 F. Supp. 2d at 679 (finding misjoinder and severing the claims where "plaintiffs reside[d] in various states throughout the country, and were prescribed different diet drugs by different doctors at different times"); *In re Baycol Prods. Litig.*, MDL No. 1431 (MJD), No. 03-2931, 2003 WL 22341303, at *4 (D. Minn. Jan. 1, 2003) (severing the misjoined plaintiff after concluding that "these claims have been misjoined, and that such misjoinder should not defeat diversity jurisdiction"); *In re Diet Drugs Prods. Liab. Litig.*, No. Civ. A. 98-20478, 1999 WL 554584, at *3-4 (E.D. Pa. July 16, 1999) (dismissing non-diverse plaintiffs' claims and finding that plaintiffs who purchased pharmaceutical products from different sources were not properly joined); *In re Prempro*, 417 F. Supp. 2d at 1060 (finding fraudulent misjoinder when "[t]he only thing common among Plaintiffs is that they took an HRT drug-but not even the same HRT drug. Plaintiffs are residents of different states and were prescribed different HRT drugs from different doctors, for different lengths of time, in different amounts, and suffered different injuries").

39. Plaintiffs' claims plainly do not arise out of the same "transaction or series of transactions" as required for proper joinder. *See* Fed. R. Civ. P. 20(a)(1) ("Persons may join in one action as plaintiffs if: (A) they assert any right to relief jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences; and (B) any question of law or fact common to all plaintiffs will arise in the action.").[4] This Court previously has concluded outside of the removal context that joinder of unrelated plaintiffs in a pharmaceutical products liability litigation constituted misjoinder under the federal rules. *See, e.g.*, *Alvarez v. Armour Pharm.*, No. 94 C 3587, 1997 WL 566373, at *1-2 (N.D. Ill. Sept. 8, 1997) (severing misjoined plaintiffs and denying motion to add over 100 plaintiffs to the original 47 plaintiffs as a "clear violation of [Fed. R. Civ. P. 20]"). *See also In re Asbestos II Consol. Pretrial*, Nos. 86 C 1739, 89 C 452, 1989 WL 56181, at *1 (N.D. Ill. May 10, 1989) (misjoinder of asbestos plaintiffs because "[the fact that plaintiffs worked in the same union and at common sites does] not establish a similar transaction or occurrence. . . . No allegation is made that the individual plaintiffs and decedents suffered exposure to products of any defendant at the same time nor at the same place. Further . . . exposure differs as to duration and magnitude. Distinct claims cannot be properly joined under Rule 20 merely because they have common theoretical underpinnings") (internal citations omitted).

[4] Federal and Illinois joinder rules are substantially the same. Under both rules, joinder of plaintiffs in one action is appropriate only where the matters to be litigated arise from the "same transaction or series of transactions" and they involve "any common question of law or fact." Fed. R. Civ. P. 20(a)(1); 735 ILCS 5/2-404. *See also Boyd v. Travelers Ins. Co.*, 166 Ill. 2d 188, 199 (1995) ("The determining factors are that the claims arise out of closely related 'transactions' *and* that there is in the case a significant question of law or fact that is common to the parties.") (emphasis added) (citation omitted).

40. Similarly, Plaintiffs here attempt to join 118 individuals from 28 different states in a single action. Plaintiffs do not allege that they received Plavix® prescriptions from the same physician, that they were prescribed Plavix® for a common condition, or that they all used Plavix® for similar amounts of time. They also do not allege that the same drug labeling -- the warnings -- were in effect during the various periods of time each of them took the drug. They do not even allege the same type of Plavix®-related injuries. *See, e.g., Alday v. Organon USA, Inc.*, Nos. 4:09CV1415 RWS, 4:08MD1964 RWS, 2009 WL 3531802, at *1-2 (E.D. Mo. Oct. 27, 2009) (severing and dismissing plaintiffs because "Plaintiffs' injuries did not arise out of the same transaction or occurrence. Each Plaintiff was injured at different times in different states allegedly from their use of NuvaRing that was presumably prescribed by different healthcare providers. Nor are Plaintiffs' injuries all the same").[5]

41. Plaintiffs' improper inclusion in this action of non-diverse, out-of-state plaintiffs is plainly an attempt at forum shopping by thwarting Defendants' right to removal. The Illinois Supreme Court recently made clear that Illinois "courts have never favored forum shopping" and that out-of-state plaintiffs -- like the non-diverse plaintiffs in this case -- with "causes which are *without significant factual connections* to particular forums [should] be dismissed in favor of, or transferred to, convenient forums." *Fennell v. Ill. Cent. R.R. Co.*, --- N.E.2d ---, No. 113812, 2012 IL 113812, at *9 (Ill. Dec. 28, 2012). Thus, in *Fennell*, the Court dismissed on *forum non*

[5] *See also Boschert v. Pfizer, Inc.*, No. 4:08-CV-1714 CAS, 2009 WL 1383183, at * 3-4 (E.D. Mo. May 14, 2009) (finding fraudulent misjoinder when the "only common factor in this case is the drug Chantix," and plaintiffs did not have the same prescribers, did not take the drug at the same time, did not have the same symptoms, and did not base their claims on the same statutes); *Cumba v. Merck & Co.*, No. 08-CV-2328 (DMC), 2009 WL 1351462, at *1 (D.N.J. May 12, 2009) ("[I]n addition to being linked by the same drug and type of injury, plaintiffs must also demonstrate similarities with respect to, *inter alia*, the source of the drug, the length of the exposure to the drug, the type of exposure, the type of resulting injury, and the plaintiffs' physical state at the time of ingestion.") (citations omitted).

conveniens grounds the claims of an asbestos Plaintiff whose action bore no significant connection to Illinois. As in *Fennell,* the claims of the non-diverse plaintiffs here -- all of whom reside out-of-state and have no apparent connection whatsoever with Illinois -- cannot be properly litigated in an Illinois court.

42. Accordingly, Plaintiffs' misjoinder of non-diverse plaintiffs frustrates Defendants' right to removal by ignoring both the joinder rules and the Illinois Supreme Court's admonition against forum shopping by out-of-state plaintiffs. The citizenship of the few non-diverse plaintiffs should be ignored for purposes of establishing diversity jurisdiction over this case.

43. Defendants recognize that Judges Lee and Lindberg of this District previously declined to accept the fraudulent misjoinder theory in five of these "mass" cases filed by Plaintiffs' counsel,[6] and two other courts in the Southern District of Illinois have likewise declined to exercise jurisdiction over similar Plavix® cases brought by other counsel. *See Davidson v. Bristol-Myers Squibb Co.*, No. 10-cv-970-MJR (S.D. Ill.) (Reagan, J.); *Davidson v. Bristol-Myers Squibb Co.*, No. 12-0058-GPM (S.D. Ill.) (Murphy, J.). Defendants respectfully believe these opinions to be in error.[7] Defendants further submit that the fraudulent misjoinder issues raised herein should be heard by the Plavix® MDL Court in the first instance.

44. MDL courts frequently decide jurisdictional issues such as fraudulent misjoinder. *See, e.g., In re Diet Drugs*, 294 F. Supp. 2d. at 677-79 (denying motion to remand and severing

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[6] *See Evans v. Bristol-Myers Squibb Co.*, No. 12-cv-5005 (N.D. Ill.), *Creighton v. Bristol-Myers Squibb Co.*, No. 13-cv-629 (N.D. Ill.), *Jackson v. Bristol-Myers Squibb Co.*, No. 13-cv-633 (N.D. Ill.), *Parks v. Bristol-Myers Squibb Co.*, No. 13-cv-639 (N.D. Ill.), *Tolbert v. Bristol-Myers Squibb Co.*, No. 13-cv-647 (N.D. Ill.).

[7] The Seventh Circuit and the Supreme Court have not directly addressed the viability of the fraudulent misjoinder doctrine. Substantial precedent from other circuits, including that cited in the text herein, supports applying the theory.

claims of fraudulently misjoined, non-diverse plaintiffs); *In re Diet Drugs*, 1999 WL 554584, at *3-4 (same); *In re Fosamax*, 2012 WL 1118780, at *6 (same); *In re Baycol*, 2003 WL 22341303, at *4 (same); *In re Prempro*, 417 F. Supp. 2d at 1060 (same); *In re Guidant Corp. Implantable Defibrillators Prods. Liab. Litig.*, MDL No. 05-1708 (DWF/AJB), 2007 WL 2572048 (D. Minn. Aug. 30, 2007) (denying motion to remand and severing fraudulently misjoined, non-diverse defendant). Here, allowing the MDL transferee court to decide removal and remand issues would ensure uniform and consistent rulings on jurisdictional issues across the litigation. *See Freisthler v. Depuy Orthopaedics, Inc.*, No. CV11-6580 DSF (FFMx), 2011 WL 4469532, at *1 (C.D. Cal. Sept. 21, 2011) ("Deference to the MDL court for resolution of a motion to remand provides an opportunity for the uniformity, consistency, and predictability in litigation that underlies the MDL system.") (citations omitted); *Franklin v. Merck & Co.*, No. S-07-75, 2007 WL 792233, at *1 (E.D. Cal. Mar. 14, 2007) ("In cases involving similar jurisdictional questions, deference to the MDL proceeding is often appropriate when the motion raises issues likely to arise in other actions pending in the [coordinated action].") (citations and internal quotation marks omitted).

III. PLAINTIFFS' CITIZENSHIP

45. Plaintiff Jeannette Irby, individually and as proposed special administrator on behalf of the Estate of Clyde Gallion, is a citizen of the State of Illinois. Compl. ¶ 7.

46. Plaintiff Paul E. Zappala is a citizen of the State of New York. *Id.* ¶ 10.

47. Plaintiff Mary Yarber, individually and as proposed special administrator on behalf of the Estate of Franklin B. Yarber, is a citizen of the State of Georgia. *Id.* ¶ 13.

48. Plaintiff James Montgomery is a citizen of the State of Virginia. *Id.* ¶ 16.

49. Plaintiff Jeri Klein is a citizen of the State of Florida. *Id.* ¶ 19.

50. Plaintiff Joe L. Haile is a citizen of the State of Mississippi. *Id.* ¶ 22.

51. Plaintiff Patricia L. Pairan is a citizen of the State of Ohio. *Id.* ¶ 25.

52. Plaintiff Annette Williams is a citizen of the State of Rhode Island. *Id.* ¶ 28.

53. Plaintiff Leon R. Dorsey is a citizen of the State of West Virginia. *Id.* ¶ 31. Plaintiff Shirley Dorsey is the spouse of Leon R. Dorsey, and her citizenship is not stated in the Complaint. *Id.* ¶ 34.

54. Plaintiff Gary Armantrout is a citizen of the State of Oklahoma. *Id.* ¶ 35. Plaintiff Nancy K. Armantrout is the spouse of Gary Armantrout, and her citizenship is not stated in the Complaint. *Id.* ¶ 38.

55. Plaintiff Gail A. Lindblom is a citizen of the State of Minnesota. *Id.* ¶ 39. Plaintiff Arlan Krohnfelt is the spouse of Leon R. Dorsey, and her citizenship is not stated in the Complaint. *Id.* ¶ 42.

56. Plaintiff Nerlande Etienne is a citizen of the State of Massachusetts. *Id.* ¶ 43.

57. Plaintiff Eugene R. Vigil is a citizen of the State of West Virginia. *Id.* ¶ 46. Plaintiff Juliaine Virgil is the spouse of Eugene R. Vigil, and her citizenship is not stated in the Complaint. *Id.* ¶ 49.

58. Plaintiff Warren Erb is a citizen of the State of West Pennsylvania. *Id.* ¶ 50. Plaintiff Dorothy J. Erb is the spouse of Warren Erb, and her citizenship is not stated in the Complaint. *Id.* ¶ 53.

59. Plaintiff Donald R. Mabes is a citizen of the State of Virginia. *Id.* ¶ 54. Plaintiff Rebecca J. Mabes is the spouse of Donald R. Mabes, and her citizenship is not stated in the Complaint. *Id.* ¶ 57.

60. Plaintiff Allan L. Stephenson is a citizen of the State of New York. *Id.* ¶ 58. Plaintiff Anna Stephenson is the spouse of Allan L. Stephenson, and her citizenship is not stated in the Complaint. *Id.* ¶ 61.

61. Plaintiff Marie M. Perrin is a citizen of the State of New York. *Id.* ¶ 62.

62. Plaintiff Stephen L. Webber is a citizen of the State of New Hampshire. *Id.* ¶ 65. Plaintiff Barbara Webber is the spouse of Stephen L. Webber, and his citizenship is not stated in the Complaint. *Id.* ¶ 68.

63. Plaintiff Chester L. Birt is a citizen of the State of Florida. *Id.* ¶ 69. Plaintiff Virginia M. Birt is the spouse of Chester L. Birt, and her citizenship is not stated in the Complaint. *Id.* ¶ 72.

64. Plaintiff Dennis Moore, individually and as proposed special administrator on behalf of the Estate of Charles L. Moore, is a citizen of the State of Georgia. *Id.* ¶ 73.

65. Plaintiff Joy A. Long is a citizen of the State of Colorado. *Id.* ¶ 76. Plaintiff Noble Yeoman is the spouse of Joy A. Long, and her citizenship is not stated in the Complaint. *Id.* ¶ 79.

66. Plaintiff Mary I. Buck is a citizen of the State of West Virginia. *Id.* ¶ 80.

67. Plaintiff Juanita Landrum, individually and as proposed special administrator on behalf of the Estate of Harold Landrum, is a citizen of the State of Alabama. *Id.* ¶ 83.

68. Plaintiff Henry R. Michaud is a citizen of the State of Wisconsin. *Id.* ¶ 87. Plaintiff Andrea S. Michaud is the spouse of Henry R. Michaud and her citizenship is not stated in the Complaint. *Id.* ¶ 90.

69. Plaintiff Theodore A. Boule is a citizen of the State of Nebraska. *Id.* ¶ 91. Plaintiff Marion Boule is the spouse of Theodore A. Boule and her citizenship is not stated in the Complaint. *Id.* ¶ 94.

70. Plaintiff Iven B. Robinson is a citizen of the State of West Virginia. *Id.* ¶ 95.

71. Plaintiff Steven D. Cochran is a citizen of the State of Nebraska. *Id.* ¶ 98.

72. Plaintiff William Hite, individually and as proposed special administrator on behalf of the Estate of Virgie M. Flatt, is a citizen of the State of Illinois. *Id.* ¶ 101.

73. Plaintiff Chester L. Houze is a citizen of the State of Ohio. *Id.* ¶ 104. Plaintiff Claudine W. Houze is the spouse of Chester L. Houze and her citizenship is not stated in the Complaint. *Id.* ¶ 107.

74. Plaintiff Sharla S. Stone is a citizen of the State of Virginia. *Id.* ¶ 108. Plaintiff James D. Stone is the spouse of Sharla S. Stone and her citizenship is not stated in the Complaint. *Id.* ¶ 111.

75. Plaintiff Christopher A. Smith is a citizen of the State of Ohio. *Id.* ¶ 112.

76. Plaintiff Charles Woods is a citizen of the State of Alabama. *Id.* ¶ 115.

77. Plaintiff Roger D. Hopkins is a citizen of the State of New York. *Id.* ¶ 118. Plaintiff Donna J. Hopkins is the spouse of Roger D. Hopkins and her citizenship is not stated in the Complaint. *Id.* ¶ 121.

78. Plaintiff Jerry J. Bass is a citizen of the State of North Carolina. *Id.* ¶ 122

79. Plaintiff Michael Clevenger is a citizen of the State of Ohio. *Id.* ¶ 125. Plaintiff Cynthia Clevenger is the spouse of Michael Clevenger and her citizenship is not stated in the Complaint. *Id.* ¶ 128.

80. Plaintiff Caroline S. Zerbe is a citizen of the State of Illinois. *Id.* ¶ 129.

81. Plaintiff Ronald R. McMullen is a citizen of the State of Ohio. *Id.* ¶ 132. Plaintiff Connie McMullen is the spouse of Ronald R. McMullen and her citizenship is not stated in the Complaint. *Id.* ¶ 135.

82. Plaintiff Terry C. Keller is a citizen of the State of Texas. *Id.* ¶ 136. Plaintiff Sherolyn Keller is the spouse of Terry C. Keller and her citizenship is not stated in the Complaint. *Id.* ¶ 139.

83. Plaintiff Charles Henderson is a citizen of the State of Florida. *Id.* ¶ 140. Plaintiff Debra Henderson is the spouse of Charles Henderson and her citizenship is not stated in the Complaint. *Id.* ¶ 143.

84. Plaintiff Bernard E. Milowitz is a citizen of the State of New York. *Id.* ¶ 144. Plaintiff Barbara Grinkovich is the spouse of Bernard E. Milowitz, and her citizenship is not stated in the Complaint. *Id.* ¶ 147.

85. Plaintiff Philip D. Lively is a citizen of the State of Georgia. *Id.* ¶ 148. Plaintiff Debra A. Lively is the spouse of Philip D. Lively, and her citizenship is not stated in the Complaint. *Id.* ¶ 151.

86. Plaintiff Betty A. Smith is a citizen of the State of Florida. *Id.* ¶ 152. Plaintiff James C. Smith is the spouse of Betty A. Smith, and his citizenship is not stated in the Complaint. *Id.* ¶ 155.

87. Plaintiff Alan M. Stearns is a citizen of the State of Massachusetts. *Id.* ¶ 156.

88. Plaintiff Nancy Renshaw is a citizen of the State of North Carolina. *Id.* ¶ 159.

89. Plaintiff Peggy Jacobs is a citizen of the State of Florida.. *Id.* ¶ 162.

90. Plaintiff Amanda C. Baker is a citizen of the State of New York. *Id.* ¶ 165.

91. Plaintiff Bernice M. Stanley is a citizen of the State of Pennsylvania. *Id.* ¶ 168. Plaintiff William J. Stanley is the spouse of Bernice M. Stanley, and his citizenship is not stated in the Complaint. *Id.* ¶ 171.

92. Plaintiff Shirley M. Bugal is a citizen of the State of South Carolina. *Id.* ¶ 172. Plaintiff Albert Bugal is the spouse of Shirley M. Bugal, and his citizenship is not stated in the Complaint. *Id.* ¶ 175.

93. Plaintiff Jerry D. Jones is a citizen of the State of Ohio. *Id.* ¶ 176.

94. Plaintiff Icel M. Bartley is a citizen of the State of Missouri. *Id.* ¶ 179. Plaintiff Max L. Bartley is the spouse of Icel M. Bartley, and his citizenship is not stated in the Complaint. *Id.* ¶ 182.

95. Plaintiff William Hurst is a citizen of the State of Utah. *Id.* ¶ 183. Plaintiff Sharon Hurst is the spouse of William Hurst, and her citizenship is not stated in the Complaint. *Id.* ¶ 186.

96. Plaintiff Gary A. Fraker is a citizen of the State of Missouri. *Id.* ¶ 187. Plaintiff Jacquelyn L. Fraker is the spouse of Gary A. Fraker, and her citizenship is not stated in the Complaint. *Id.* ¶ 190.

97. Plaintiff George M. Heysham is a citizen of the State of New York. *Id.* ¶ 191. Plaintiff Cathy Heysham is the spouse of George M. Heysham, and her citizenship is not stated in the Complaint. *Id.* ¶ 194.

98. Plaintiff Deborah A. Valeri is a citizen of the State of Massachusetts. *Id.* ¶ 195.

99. Plaintiff Charles D. Skilling is a citizen of the State of Wisconsin. *Id.* ¶ 198. Plaintiff Debra Skilling is the spouse of Charles D. Skilling, and her citizenship is not stated in the Complaint. *Id.* ¶ 201.

100. Plaintiff Clarence A. Belvins is a citizen of the State of Ohio. *Id.* ¶ 202. Plaintiff Holly Belvins is the spouse of Clarence A. Belvins, and her citizenship is not stated in the Complaint. *Id.* ¶ 205.

101. Plaintiff Claude A. Bugbee is a citizen of the State of Wisconsin. *Id.* ¶ 206.

102. Plaintiff Philip Hoyt is a citizen of the State of Georgia. *Id.* ¶ 209.

103. Plaintiff George Mavronis, individually and as proposed special administrator on behalf of the Estate of Irene Mavronis, is a citizen of the State of Maryland. *Id.* ¶ 212

104. Plaintiff Lee B. Shaw is a citizen of the State of Pennsylvania. *Id.* ¶ 216.

105. Plaintiff Raiford L. Grigsby is a citizen of the State of Arkansas. *Id.* ¶ 219.

106. Plaintiff Billy V. Lewis is a citizen of the State of Oklahoma. *Id.* ¶ 222.

107. Plaintiff Peter C. Serubo is a citizen of the State of New Jersey. *Id.* ¶ 225.

108. Plaintiff Mary Loveday is a citizen of the State of Florida. *Id.* ¶ 228.

109. Plaintiff Theodore R. Jordan is a citizen of the State of Alabama. *Id.* ¶ 231. Plaintiff Wanda Jordan is the spouse of Theodore R. Jordan, and her citizenship is not stated in the Complaint. *Id.* ¶ 234.

110. Plaintiff Joseph P. Connors is a citizen of the State of Ohio. *Id.* ¶ 235.

111. Plaintiff Ronald Pioterek, individually and as proposed special administrator on behalf of the Estate of Linda C. Pioterek, is a citizen of the State of Ohio. *Id.* ¶ 238.

112. Plaintiff Robert J. Fent is a citizen of the State of Ohio. *Id.* ¶ 242. Plaintiff Lorett Fent is the spouse of Robert J. Fent, and her citizenship is not stated in the Complaint. *Id.* ¶ 245.

113. Plaintiff Nicholas Toscano is a citizen of the State of New York. *Id.* ¶ 246. Plaintiff Katherine Toscano is the spouse of Nicholas Toscano, and her citizenship is not stated in the Complaint. *Id.* ¶ 249.

114. Plaintiff Geneva Pool is a citizen of the State of Oklahoma. *Id.* ¶ 250. Plaintiff Jimmy R. Pool is the spouse of Geneva Pool, and his citizenship is not stated in the Complaint. *Id.* ¶ 253.

115. Plaintiff Jose Ledesma is a citizen of the State of California. *Id.* ¶ 254. Plaintiff Diana Ledesma is the spouse of Jose Ledesma, and her citizenship is not stated in the Complaint. *Id.* ¶ 257.

116. Plaintiff Lawrence B. Robinson is a citizen of the State of New Jersey. *Id.* ¶ 258.

117. Plaintiff Brenda A. Arrington is a citizen of the State of Virginia. *Id.* ¶ 261.

118. Plaintiff A. Margo Brandt is a citizen of the State of Florida. *Id.* ¶ 264. Plaintiff Chester Brandt is the spouse of A. Margo Brandt, and his citizenship is not stated in the Complaint. *Id.* ¶ 267.

119. Plaintiff Elizabeth L. Mosley is a citizen of the State of West Virginia. *Id.* ¶ 268.

120. Plaintiff Dominick J. Ricciardi is a citizen of the State of Nevada. *Id.* ¶ 271. Plaintiff Ann Ricciardi is the spouse of Dominick J. Ricciardi, and her citizenship is not stated in the Complaint. *Id.* ¶ 274.

121. Plaintiff Barry Sticker is a citizen of the State of Pennsylvania. *Id.* ¶ 275.

122. Plaintiff Ronald E. Newsome is a citizen of the State of Ohio. *Id.* ¶ 278.

123. Plaintiff Juan L. Farran is a citizen of the State of Florida. *Id.* ¶ 281. Plaintiff Sandra Farran is the spouse of Juan L. Farran, and her citizenship is not stated in the Complaint. *Id.* ¶ 284.

124. Plaintiff Pamela D. McMann, individually and as proposed special administrator on behalf of the Estate of Kenneth R. McMann, is a citizen of the State of Missouri. *Id.* ¶ 285.

IV. PROCEDURAL REQUIREMENTS OF REMOVAL ARE SATISFIED

125. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely filed within thirty (30) days after receipt of the Complaint and summons.

126. The Northern District of Illinois is the federal judicial district encompassing the Circuit Court of Cook County, Illinois, where this suit was originally filed. Venue is therefore proper in this district under 28 U.S.C. § 1441(a).

127. Jurisdiction pursuant to 28 U.S.C. § 1332 requires consent of all defendants.

128. Jurisdiction pursuant to 28 U.S.C. § 1453 does not require consent of all Defendants.

129. The instant Notice of Removal is consented to by all Defendants.

130. Pursuant to 28 U.S.C. § 1446(d), Defendants are providing Plaintiffs with written notice of the filing of this Notice of Removal.

131. Pursuant to 28 U.S.C. § 1446(d), Defendants are filing a copy of this Notice of Removal with the Clerk of the Circuit Court of Cook County, Illinois.

132. WHEREFORE, Defendants hereby give notice that the above entitled state court action, formerly pending in the Circuit Court for Cook County, Illinois be removed to the United States District Court for the Northern District of Illinois.

Respectfully submitted,

/s/ Daniel A. Spira
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Tamar B. Kelber
Daniel A. Spira
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Attorneys for Defendants Bristol-Myers Squibb Company, Sanofi-Aventis U.S. LLC, Sanofi US Services Inc., and Sanofi-Synthelabo Inc.

Dated: July 2, 2013

CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2013, a true and correct copy of the foregoing has been served by hand on counsel listed below:

Steven M. Aroesty
NAPOLI BERN RIPKA SHKOLNIK LLP
103 W. Vandalia Street, Suite 125
Mark Twain Plaza II
Edwardsville, IL 62025

Attorney for Plaintiffs

/s/ Daniel A. Spira
Daniel A. Spira

2013L007503
CALENDAR/ROOM 6
TIME 10:00
Personal Injury
FILED
2013 JUL -1 AM 10:46
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
LAW DIVISION

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

JEANNETTE IRBY, individually and as the proposed special administrator of CLYDE GALLION, deceased; PAUL E. ZAPPALA; MARY YARBER, individually and as the proposed special administrator of FRANKLIN B. YARBER, deceased; JAMES MONTGOMERY; JERI KLEIN; JOE L. HAILE; PATRICIA L. PAIRAN; ANNETTE WILLIAMS; LEON R. DORSEY and SHIRLEY DORSEY; GARY ARMANTROUT and NANCY K. ARMANTROUT; GAIL A. LINDBLOM and ARLAN KROHNFELT; NERLANDE ETIENNE; EUGENE R. VIGIL and JULIAINE VIGIL; WARREN ERB and DOROTHY J. ERB; DONALD R. MABES and REBECCA J. MABES; ALLAN L. STEPHENSON and ANNA STEPHENSON; MARIE M. PERRIN; STEPHEN L. WEBBER and BARBARA WEBBER; CHESTER L. BIRT and VIRGINIA M. BIRT; DENNIS MOORE, individually and as the proposed special administrator of CHARLES L. MOORE, deceased; JOY A. LONG and NOBLE YEOMAN; MARY I. BUCK; JUANITA LANDRUM, individually and as the proposed special administrator of HAROLD LANDRUM, deceased; HENRY R. MICHAUD and ANDREA S. MICHAUD; THEODORE A. BOULE and MARION BOULE; IVEN B. ROBINSON; STEVEN D. COCHRAN; WILLIAM HITE, individually and as the proposed special administrator of VIRGIE M. FLATT, deceased; CHESTER L. HOUZE and CLAUDINE W. HOUZE; SHARLA S. STONE and JAMES D. STONE; CHRISTOPHER A. SMITH; CHARLES WOODS; ROGER D. HOPKINS and DONNA J. HOPKINS; JERRY J. BASS; MICHAEL CLEVENGER and CYNTHIA CLEVENGER; CAROLINE S. ZERBE; RONALD R. MCMULLEN and CONNIE MCMULLEN; TERRY C. KELLER and SHEROLYN KELLER; CHARLES HENDERSON and DEBRA

Case No.

JURY TRIAL DEMANDED

HENDERSON; BERNARD E. MILOWITZ and BARBARA GRINKOVICH; PHILLIP D. LIVELY and DEBRA A. LIVELY; BETTY A. SMITH and JAMES C. SMITH; ALAN M. STEARNS; NANCY RENSHAW; PEGGY JACOBS; AMANDA C. BAKER; BERNICE M. STANLEY and WILLIAM J. STANLEY; SHIRLEY M. BUGAL and ALBERT BUGAL; JERRY D. JONES; ICEL M. BARTLEY and MAX L. BARTLEY; WILLIAM HURST and SHARON HURST; GARY A. FRAKER and JACQUELYN L. FRAKER; GEORGE M. HEYSHAM and CATHY HEYSHAM; DEBORAH A. VALERI; CHARLES D. SKILLING and DEBRA SKILLING; CLARENCE A. BLEVINS and HOLLY BLEVINS; CLAUDE A. BUGBEE; PHILIP HOYT; GEORGE MAVRONIS, individually and as the proposed special administrator of IRENE MAVRONIS, deceased; LEE B. SHAW; RAIFORD L. GRIGSBY; BILLY V. LEWIS; PETER C. SERUBO; MARY LOVEDAY; THEODORE R. JORDAN and WANDA JORDAN; JOSEPH P. CONNORS; RONALD PIOTEREK, individually and as the proposed special administrator of LINDA C. PIOTEREK, deceased; ROBERT J. FENT and LORETT FENT; NICHOLAS TOSCANO and KATHERINE TOSCANO; GENEVA POOL and JIMMY R. POOL; JOSE LEDESMA and DIANA LEDESMA; LAWRENCE B. ROBINSON; BRENDA A. ARRINGTON; A. MARGO BRANDT and CHESTER BRANDT; ELIZABETH L. MOSLEY; DOMINICK J. RICCIARDI and ANN RICCIARDI; BARRY STICKER; RONALD E. NEWSOME; JUAN L. FARRAN and SANDRA FARRAN; PAMELA D. MCMANN, individually and as the proposed special administrator of KENNETH R. MCMANN, deceased;

Plaintiffs,

v.

BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and

SANOFI-SYNTHELABO, INC.)
)
Defendants.)

DEFINITIONS

1. As used herein, "Ingesting Plaintiff" shall mean to refer to someone who was prescribed and ingested Plavix.

2. As used herein, "Spouse Plaintiff" shall mean to refer to the spouse of someone who was prescribed and ingested Plavix.

3. As used herein, "Decedent" shall mean to refer to the Ingesting Plaintiffs identified herein who are deceased.

4. As used herein, "Administrator" shall mean to refer to the Ingesting Plaintiffs' proposed or appointed special administrators.

5. As used herein, "Defendants" shall mean to refer to the named defendants in this case.

COMPLAINT AT LAW

COME NOW, the Ingesting Plaintiffs, Spouse Plaintiffs, Decedents and Administrators by and through their undersigned attorney, for their Complaint against Defendants, state and allege as follows:

6. Ingesting Plaintiffs, Spouse Plaintiffs, Decedents and Administrators bring this action for injuries and damages suffered as a result of ingesting Plavix. In support, Ingesting Plaintiffs, Spouse Plaintiffs, Decedents and Administrators allege the following:

PARTIES

PLAINTIFFS

7. Administrator, Jeannette Irby, individually and as proposed special administrator on behalf of Clyde Gallion, deceased, is a citizen and resident of Cook County, Illinois. Jeannette Irby, currently and at all times material to this complaint, resides at 4800 S. Chicago Beach Drive #902-S, Chicago, IL 60615. Clyde Gallion was sold Plavix in Cook County, and was treated in Cook County for his injuries arising from the ingestion of Plavix.

8. Decedent Clyde Gallion's injuries were caused by his usage of Plavix.

9. As more particularly pled below, aforementioned Administrator, Jeannette Irby, individually and as proposed special administrator on behalf of Clyde Gallion, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

10. Ingesting Plaintiff, Paul E. Zappala, a natural person, is a citizen and resident of the State of New York. Paul E. Zappala, currently, and at all times material to this complaint, resides at 21-29 23rd Street, Apt Basement, Astoria, NY 10005.

11. Ingesting Plaintiff Paul E. Zappala's injuries were caused by the usage of Plavix.

12. As more particularly pled below, aforementioned Ingesting Plaintiff, Paul E. Zappala, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

13. Administrator, Mary Yarber, individually and as proposed special administrator on behalf of Franklin B. Yarber, deceased, is a natural citizen and resident of the State of Georgia and is the wife of Decedent Yarber. Mary Yarber, currently, and at all times material to this complaint, resides at 9563 Briar Creek Lane, Jonesboro, GA 30238.

14. Decedent Franklin B. Yarber's injuries were caused by the usage of Plavix.

15. As more particularly pled below, aforementioned Administrator, Mary Yarber, individually and as proposed special administrator on behalf of Franklin B. Yarber, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

16. Ingesting Plaintiff, James Montgomery, a natural person, is a citizen and resident of the State of Virginia. James Montgomery, currently, and at all times material to this complaint, resides at 523 King Street, South Hill, VA 23920.

17. Ingesting Plaintiff James Montgomery's injuries were caused by the usage of Plavix.

18. As more particularly pled below, aforementioned Ingesting Plaintiff, James Montgomery, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

19. Ingesting Plaintiff, Jeri Klein, a natural person, is a citizen and resident of the State of Florida. Jeri Klein, currently and at all times material to this complaint, resides at 14919 North West 29th Street, Apt #23, Miami, FL 33142.

20. Ingesting Plaintiff Jeri Klein's injuries were caused by the usage of Plavix.

21. As more particularly pled below, aforementioned Ingesting Plaintiff, Jeri Klein, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

22. Ingesting Plaintiff, Joe L. Haile, a natural person, is a citizen and resident of the State of Mississippi. Joe L. Haile, currently, and at all times material to this complaint, resides at 627 Lynn Avenue, Clarksdale, MS 38614.

23. Ingesting Plaintiff Joe L. Haile's injuries were caused by the usage of Plavix.

24. As more particularly pled below, aforementioned Ingesting Plaintiff, Joe L. Haile, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

25. Ingesting Plaintiff, Patricia L. Pairan, a natural person, is a citizen and resident of the State of Ohio. Patricia L. Pairan, currently, and at all times material to this complaint, resides at 3641 Heath Trace, Canal Winchester, OH 43110.

26. Ingesting Plaintiff Patricia L. Pairan's injuries were caused by the usage of Plavix.

27. As more particularly pled below, aforementioned Ingesting Plaintiff, Patricia L. Pairan, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

28. Ingesting Plaintiff, Annette Williams, a natural person, is a citizen and resident of the State of Rhode Island. Annette Williams, currently, and at all times material to this complaint, resides at 28 Fountain Street, West Warwick, RI 02893.

29. Ingesting Plaintiff Annette Williams's injuries were caused by the usage of Plavix.

30. As more particularly pled below, aforementioned Ingesting Plaintiff, Annette Williams, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

31. Ingesting Plaintiff, Leon R. Dorsey, a natural person, is a citizen and resident of the State of West Virginia. Leon R. Dorsey, currently, and at all times material to this complaint, resides at 6611 Snow Hill Road, Mount Nebo, WV 26679.

32. Ingesting Plaintiff Leon R. Dorsey's injuries were caused by the usage of Plavix.

33. As more particularly pled below, aforementioned Ingesting Plaintiff, Leon R. Dorsey, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

34. Spouse Plaintiff, Shirley Dorsey, is a natural person and spouse of Ingesting Plaintiff Leon R. Dorsey.

35. Ingesting Plaintiff, Gary Armantrout, a natural person, is a citizen and resident of the State of Oklahoma. Gary Armantrout, currently, and at all times material to this complaint, resides at P.O. Box 705, Blair, OK 73526.

36. Ingesting Plaintiff Gary Armantrout's injuries were caused by the usage of Plavix.

37. As more particularly pled below, aforementioned Ingesting Plaintiff, Gary Armantrout, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

38. Spouse Plaintiff, Nancy K. Armantrout, is a natural person and spouse of Ingesting Plaintiff Gary Armantrout.

39. Ingesting Plaintiff, Gail A. Lindblom, a natural person, is a citizen and resident of the State of Minnesota. Gail A. Lindblom, currently, and at all times material to this complaint, resides at 1201 Ridgeway Drive SW, Alexandria, MN 56308.

40. Ingesting Plaintiff Gail A. Lindblom's injuries were caused by the usage of Plavix.

41. As more particularly pled below, aforementioned Ingesting Plaintiff, Gail A. Lindblom, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

42. Spouse Plaintiff, Arlan Krohnfelt, is a natural person and spouse of Ingesting Plaintiff Gail A. Lindblom.

43. Ingesting Plaintiff, Nerlande Etienne, a natural person, is a citizen and resident of the State of Massachusetts. Nerlande Etienne, currently, and at all times material to this complaint, resides at 101 Rantoul Street, Apt. 205, Beverly, MA 01915.

44. Ingesting Plaintiff Nerlande Etienne's injuries were caused by the usage of Plavix.

45. As more particularly pled below, aforementioned Ingesting Plaintiff, Nerlande Etienne, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

46. Ingesting Plaintiff, Eugene R. Vigil, a natural person, is a citizen and resident of the State of Utah. Eugene R. Vigil, currently, and at all times material to this complaint, resides at 201 East 470 South, P.O. Box 18, Circleville, UT 84723.

47. Ingesting Plaintiff Eugene R. Vigil's injuries were caused by the usage of Plavix.

48. As more particularly pled below, aforementioned Ingesting Plaintiff, Eugene R. Vigil, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

49. Spouse Plaintiff, Juliaine Vigil, is a natural person and spouse of Ingesting Plaintiff Eugene R. Vigil.

50. Ingesting Plaintiff, Warren Erb, a natural person, is a citizen and resident of the State of Pennsylvania. Warren Erb, currently, and at all times material to this complaint, resides at 798 West Edwin Street, Box 64, Apt 506, Williamsport, PA 17701.

51. Ingesting Plaintiff Warren Erb's injuries were caused by the usage of Plavix.

52. As more particularly pled below, aforementioned Ingesting Plaintiff, Warren Erb, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

53. Spouse Plaintiff, Dorothy J. Erb, is a natural person and spouse of Ingesting Plaintiff Warren Erb.

54. Ingesting Plaintiff, Donald R. Mabes, a natural person, is a citizen and resident of the State of Virginia. Donald R. Mabes, currently, and at all times material to this complaint, resides at 716 Diamond Road, Ssalem, VA, 24153.

55. Ingesting Plaintiff Donald R. Mabes's injuries were caused by the usage of Plavix.

56. As more particularly pled below, aforementioned Ingesting Plaintiff, Donald R. Mabes, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

57. Spouse Plaintiff, Rebecca J. Mabes, is a natural person and spouse of Ingesting Plaintiff Donald R. Mabes.

58. Ingesting Plaintiff, Allan L. Stephenson, a natural person, is a citizen and resident of the State of New York. Allan L. Stephenson, currently, and at all times material to this complaint, resides at P.O. Box 503, Jefferesonville, NY 12748.

59. Ingesting Plaintiff Allan L. Stephenson's injuries were caused by the usage of Plavix.

60. As more particularly pled below, aforementioned Ingesting Plaintiff, Allan L. Stephenson, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

61. Spouse Plaintiff, Anna Stephenson, is a natural person and spouse of Ingesting Plaintiff Allan L. Stephenson.

62. Ingesting Plaintiff, Marie M. Perrin, a natural person, is a citizen and resident of the State of New York. Marie M. Perrin, currently, and at all times material to this complaint, resides at 723 E. 27th Street, Apt. 2B, Brooklyn, NY 11210.

63. Ingesting Plaintiff Marie M. Perrin's injuries were caused by the usage of Plavix.

64. As more particularly pled below, aforementioned Ingesting Plaintiff, Marie M. Perrin, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

65. Ingesting Plaintiff, Stephen L. Webber, a natural person, is a citizen and resident of the State of New Hampshire. Stephen L. Webber, currently, and at all times material to this complaint, resides at 38A Starboard Way, Laconia, NH 03246.

66. Ingesting Plaintiff Stephen L. Webber's injuries were caused by the usage of Plavix.

67. As more particularly pled below, aforementioned Ingesting Plaintiff, Stephen L. Webber, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

68. Spouse Plaintiff, Barbara Webber, is a natural person and spouse of Ingesting Plaintiff Stephen L. Webber.

69. Ingesting Plaintiff, Chester L. Birt, a natural person, is a citizen and resident of the State of Florida. Chester L. Birt, currently, and at all times material to this complaint, resides at 8903 E. Echo Ct., Inverness, FL 34450.

70. Ingesting Plaintiff Chester L. Birt's injuries were caused by the usage of Plavix.

71. As more particularly pled below, aforementioned Ingesting Plaintiff, Chester L. Birt, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

72. Spouse Plaintiff, Virginia M. Birt, is a natural person and spouse of Ingesting Plaintiff Chester L. Birt.

73. Administrator, Dennis Moore, individually and as proposed special administrator on behalf of Charles L. Moore, deceased, is a natural citizen and resident of the State of Georgia and is the son of Decedent Moore. Dennis Moore, currently, and at all times material to this complaint, resides at 930 Hopewell Place Drive, Alpharetta, GA 30004.

74. Decedent Charles L. Moore's injuries were caused by the usage of Plavix.

75. As more particularly pled below, aforementioned Administrator, Dennis Moore, individually and as proposed special administrator on behalf of Charles L. Moore, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

76. Ingesting Plaintiff, Joy A. Long, a natural person, is a citizen and resident of the State of Colorado. Joy A. Long, currently, and at all times material to this complaint, resides at 3006 County Road 127, Glenwood Springs, CO 81601.

77. Ingesting Plaintiff Joy A. Long's injuries were caused by the usage of Plavix.

78. As more particularly pled below, aforementioned Ingesting Plaintiff, Joy A. Long, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

79. Spouse Plaintiff, Noble Yeoman, is a natural person and spouse of Ingesting Plaintiff Joy A. Long.

80. Ingesting Plaintiff, Mary I. Buck, a natural person, is a citizen and resident of the State of West Virginia. Mary I. Buck, currently, and at all times material to this complaint, resides at 124 Clohan Avenue, Martinsburg, WV 25404.

81. Ingesting Plaintiff Mary I. Buck's injuries were caused by the usage of Plavix.

82. As more particularly pled below, aforementioned Ingesting Plaintiff, Mary I. Buck, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

83. Administrator, Juanita Landrum, individually and as proposed special administrator on behalf of Harold Landrum, deceased, is a natural citizen and resident of the State of Alabama and is the wife of Decedent Landrum. Juanita Landrum, currently, and at all times material to this complaint, resides at 697 Lusk Road, Gilbertown, AL 36908.

84. Decedent Harold Landrum's injuries were caused by the usage of Plavix.

85. As more particularly pled below, aforementioned Administrator, Juanita Landrum, individually and as proposed special administrator on behalf of Harold Landrum, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

86. Administrator, Juanita Landrum, is a Spouse Plaintiff and spouse of Decedent Harold Landrum.

87. Ingesting Plaintiff, Henry R. Michaud, a natural person, is a citizen and resident of the State of Wisconsin. Henry R. Michaud, currently, and at all times material to this complaint, resides at North 10290 South Pine Road, Tomahawk, WI 54487.

88. Ingesting Plaintiff Henry R. Michaud's injuries were caused by the usage of Plavix.

89. As more particularly pled below, aforementioned Ingesting Plaintiff, Henry R. Michaud, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

90. Spouse Plaintiff, Andrea S. Michaud, is a natural person and spouse of Ingesting Plaintiff Henry R. Michaud.

91. Ingesting Plaintiff, Theodore A. Boule, a natural person, is a citizen and resident of the State of Connecticut. Theodore A. Boule, currently, and at all times material to this complaint, resides at 11 Mary Street, Jewett City, CT 06351.

92. Ingesting Plaintiff Theodore A. Boule's injuries were caused by the usage of Plavix.

93. As more particularly pled below, aforementioned Ingesting Plaintiff, Theodore A. Boule, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

94. Spouse Plaintiff, Marion Boule, is a natural person and spouse of Ingesting Plaintiff Theodore A. Boule.

95. Ingesting Plaintiff, Iven B. Robinson, a natural person, is a citizen and resident of the State of West Virginia. Iven B. Robinson, currently, and at all times material to this complaint, resides at 274 Lyndon Drive, Clendenin, WV, 25045.

96. Ingesting Plaintiff Iven B. Robinson's injuries were caused by the usage of Plavix.

97. As more particularly pled below, aforementioned Ingesting Plaintiff, Iven B. Robinson, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

98. Ingesting Plaintiff, Steven D. Cochran, a natural person, is a citizen and resident of the State of Nevada. Steven D. Cochran, currently, and at all times material to this complaint, resides at 405 Sheep Camp Drive, Dayton, NV 89403.

99. Ingesting Plaintiff Steven D. Cochran's injuries were caused by the usage of Plavix.

100. As more particularly pled below, aforementioned Ingesting Plaintiff, Steven D. Cochran, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

101. Administrator, William Hite, individually and as proposed special administrator on behalf of Virgie M. Flatt, deceased, is a natural citizen and resident of the State of Illinois and is the son of Decedent Flatt. William Hite, currently, and at all times material to this complaint, resides at 2498 Deer Run Road, Metropolis, IL 62960.

102. Decedent Virgie M. Flatt's injuries were caused by the usage of Plavix.

103. As more particularly pled below, aforementioned Administrator, William Hite, individually and as proposed special administrator on behalf of Virgie M. Flatt, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

104. Ingesting Plaintiff, Chester L. Houze, a natural person, is a citizen and resident of the State of Ohio. Chester L. Houze, currently, and at all times material to this complaint, resides at 25200 Rockside Road #410, Bedford Heights, OH 44146.

105. Ingesting Plaintiff Chester L. Houze's injuries were caused by the usage of Plavix.

106. As more particularly pled below, aforementioned Ingesting Plaintiff, Chester L. Houze, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

107. Spouse Plaintiff Claudine W. Houze, is a natural person and spouse of Ingesting Plaintiff Chester L. Houze.

108. Ingesting Plaintiff, Sharla S. Stone, a natural person, is a citizen and resident of the State of Virginia. Sharla S. Stone, currently, and at all times material to this complaint, resides at 82 Stanley Main Street, Stanleytown, VA 24168.

109. Ingesting Plaintiff Sharla S. Stone's injuries were caused by the usage of Plavix.

110. As more particularly pled below, aforementioned Ingesting Plaintiff, Sharla S. Stone, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

111. Spouse Plaintiff James D. Stone, is a natural person and spouse of Ingesting Plaintiff Sharla S. Stone.

112. Ingesting Plaintiff, Christopher A. Smith, a natural person, is a citizen and resident of the State of Ohio. Christopher A. Smith, currently, and at all times material to this complaint, resides at 1460 Palmetto Ave., Toledo, OH 43606.

113. Ingesting Plaintiff Christopher A. Smith's injuries were caused by the usage of Plavix.

114. As more particularly pled below, aforementioned Ingesting Plaintiff, Christopher A. Smith, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

115. Ingesting Plaintiff, Charles Woods, a natural person, is a citizen and resident of the State of Alabama. Charles Woods, currently, and at all times material to this complaint, resides at 23 County Road 58, Newbern, AL 36765.

116. Ingesting Plaintiff Charles Woods' injuries were caused by the usage of Plavix.

117. As more particularly pled below, aforementioned Ingesting Plaintiff, Charles Woods, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

118. Ingesting Plaintiff, Roger D. Hopkins, a natural person, is a citizen and resident of the State of New York. Roger D. Hopkins, currently, and at all times material to this complaint, resides at 36 North Lake Avenue, Bergen, NY 14416.

119. Ingesting Plaintiff Roger D. Hopkins's injuries were caused by the usage of Plavix.

120. As more particularly pled below, aforementioned Ingesting Plaintiff, Roger D. Hopkins, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

121. Spouse Plaintiff, Donna J. Hopkins, is a natural person and spouse of Ingesting Plaintiff Roger D. Hopkins.

122. Ingesting Plaintiff, Jerry J. Bass, a natural person, is a citizen and resident of the State of North Carolina. Jerry J. Bass, currently, and at all times material to this complaint, resides at 3812 Oak Haven Road, Hope Mills, NC 28348.

123. Ingesting Plaintiff Jerry J. Bass's injuries were caused by the usage of Plavix.

124. As more particularly pled below, aforementioned Ingesting Plaintiff, Jerry J. Bass, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

125. Ingesting Plaintiff, Michael Clevenger, a natural person, is a citizen and resident of the State of Ohio. Michael Clevenger, currently, and at all times material to this complaint, resides at 603 Tigar Drive, P.O. Box 173, Wellsville, OH 43968.

126. Ingesting Plaintiff Michael Clevenger's injuries were caused by the usage of Plavix.

127. As more particularly pled below, aforementioned Ingesting Plaintiff, Michael Clevenger, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

128. Spouse Plaintiff Cynthia Clevenger, is a natural person and spouse of Ingesting Plaintiff Michael Clevenger.

129. Ingesting Plaintiff, Caroline S. Zerbe, a natural person, is a citizen and resident of the State of Illinois. Caroline S. Zerbe, currently, and at all times material to this complaint, resides at 4760 Saint Joseph Creek, Apt 107, Lisle, IL 60532.

130. Ingesting Plaintiff Caroline S. Zerbe's injuries were caused by the usage of Plavix.

131. As more particularly pled below, aforementioned Ingesting Plaintiff, Caroline S. Zerbe, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

132. Ingesting Plaintiff, Ronald R. McMullen, a natural person, is a citizen and resident of the State of Ohio. Ronald R. McMullen, currently, and at all times material to this complaint, resides at 507 South Court Street, Circleville, OH 43113.

133. Ingesting Plaintiff Ronald R. McMullen's injuries were caused by the usage of Plavix.

134. As more particularly pled below, aforementioned Ingesting Plaintiff, Ronald R. McMullen, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

135. Spouse Plaintiff Connie McMullen, is a natural person and spouse of Ingesting Plaintiff Ronald R. McMullen.

136. Ingesting Plaintiff, Terry C. Keller, a natural person, is a citizen and resident of the State of Texas. Terry C. Keller, currently, and at all times material to this complaint, resides at 9808 Rocky Ridge Lane, Madisonville, TX 77864.

137. Ingesting Plaintiff Terry C. Keller's injuries were caused by the usage of Plavix.

138. As more particularly pled below, aforementioned Ingesting Plaintiff, Terry C. Keller, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

139. Spouse Plaintiff Sherolyn Keller, is a natural person and spouse of Ingesting Plaintiff, Terry C. Keller.

140. Ingesting Plaintiff, Charles Henderson, a natural person, is a citizen and resident of the State of Florida. Charles Henderson, currently, and at all times material to this complaint, resides at 517 North 11th Street, Ft. Pierce, FL 34950.

141. Ingesting Plaintiff Charles Henderson's injuries were caused by the usage of Plavix.

142. As more particularly pled below, aforementioned Ingesting Plaintiff, Charles Henderson, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

143. Spouse Plaintiff Debra Henderson, is a natural person and spouse of Ingesting Plaintiff, Charles Henderson.

144. Ingesting Plaintiff, Bernard E. Milowitz, a natural person, is a citizen and resident of the State of New York. Bernard E. Milowitz, currently, and at all times material to this complaint, resides at 6421 Booth Steret, Apt. 2D, Rego Park, NY 11374.

145. Ingesting Plaintiff Bernard E. Milowitz's injuries were caused by the usage of Plavix.

146. As more particularly pled below, aforementioned Ingesting Plaintiff, Bernard E. Milowitz, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

147. Spouse Plaintiff Barbara Grinkovich, is a natural person and spouse of Ingesting Plaintiff Bernard E. Milowitz.

148. Ingesting Plaintiff, Philip D. Lively, a natural person, is a citizen and resident of the State of Georgia. Philip D. Lively, currently, and at all times material to this complaint, resides at 475 Jackson Way, Jefferson, GA 30549.

149. Ingesting Plaintiff Philip D. Lively's injuries were caused by the usage of Plavix.

150. As more particularly pled below, aforementioned Ingesting Plaintiff, Philip D. Lively, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

151. Spouse Plaintiff Debra A. Lively, is a natural person and spouse of Ingesting Plaintiff Philip D. Lively.

152. Ingesting Plaintiff, Betty A. Smith, a natural person, is a citizen and resident of the State of Florida. Betty A. Smith, currently, and at all times material to this complaint, resides at 25352 Doredo Drive, Punta Gorda, FL 33955.

153. Ingesting Plaintiff Betty A. Smith's injuries were caused by the usage of Plavix.

154. As more particularly pled below, aforementioned Ingesting Plaintiff, Betty A. Smith, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

155. Spouse Plaintiff James C. Smith, is a natural person and spouse of Ingesting Plaintiff Betty A. Smith.

156. Ingesting Plaintiff, Alan M. Stearns, a natural person, is a citizen and resident of the State of Massachusetts. Alan M. Stearns, currently, and at all times material to this complaint, resides at 12 St. Paul Street, Blackstone, MA 01504.

157. Ingesting Plaintiff Alan M. Stearns's injuries were caused by the usage of Plavix.

158. As more particularly pled below, aforementioned Ingesting Plaintiff, Alan M. Stearns, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

159. Ingesting Plaintiff, Nancy Renshaw, a natural person, is a citizen and resident of the State of North Carolina. Nancy Renshaw, currently, and at all times material to this complaint, resides at 643 Underwood Hill Road, Murphy NC 28906.

160. Ingesting Plaintiff Nancy Renshaw's injuries were caused by the usage of Plavix.

161. As more particularly pled below, aforementioned Ingesting Plaintiff, Nancy Renshaw, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

162. Ingesting Plaintiff, Peggy Jacobs, a natural person, is a citizen and resident of the State of Florida. Peggy Jacobs, currently, and at all times material to this complaint, resides at 18304 Gulf Boulevard, Penthouse 4, Redington Shores, FL 33708.

163. Ingesting Plaintiff Peggy Jacobs's injuries were caused by the usage of Plavix.

164. As more particularly pled below, aforementioned Ingesting Plaintiff, Peggy Jacobs, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

165. Ingesting Plaintiff, Amanda C. Baker, a natural person, is a citizen and resident of the State of New York. Amanda C. Baker, currently, and at all times material to this complaint, resides at 1310 Pennsylvania Avenue, Apt 5F, Brooklyn, NY 11239.

166. Ingesting Plaintiff Amanda C. Baker's injuries were caused by the usage of Plavix.

167. As more particularly pled below, aforementioned Ingesting Plaintiff, Amanda C. Baker, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

168. Ingesting Plaintiff, Bernice M. Stanley, a natural person, is a citizen and resident of the State of Pennsylvania. Bernice M. Stanley, currently, and at all times material to this complaint, resides at 105 Syracuse Lane, Apt. 107, Kunkletown, PA 18058.

169. Ingesting Plaintiff Bernice M. Stanley's injuries were caused by the usage of Plavix.

170. As more particularly pled below, aforementioned Ingesting Plaintiff, Bernice M. Stanley, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

171. Spouse Plaintiff William J. Stanley, is a natural person and spouse of Ingesting Plaintiff Bernice M. Stanley.

172. Ingesting Plaintiff, Shirley M. Bugal, a natural person, is a citizen and resident of the State of South Carolina. Shirley M. Bugal, currently, and at all times material to this complaint, resides at 2200 Highway 15, Lot 4A, Myrtle Beach, SC 29577.

173. Ingesting Plaintiff Shirley M. Bugal's injuries were caused by the usage of Plavix.

174. As more particularly pled below, aforementioned Ingesting Plaintiff, Shirley M. Bugal, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

175. Spouse Plaintiff Albert Bugal, is a natural person and spouse of Ingesting Plaintiff Shirley M. Bugal.

176. Ingesting Plaintiff, Jerry D. Jones, a natural person, is a citizen and resident of the State of Ohio. Jerry D. Jones, currently, and at all times material to this complaint, resides at 27 Brandt Street, Dayton, OH 45404.

177. Ingesting Plaintiff Jerry D. Jones's injuries were caused by the usage of Plavix.

178. As more particularly pled below, aforementioned Ingesting Plaintiff, Jerry D. Jones, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

179. Ingesting Plaintiff, Icel M. Bartley, a natural person, is a citizen and resident of the State of Missouri. Icel M. Bartley, currently, and at all times material to this complaint, resides at 1211 Alta Drive, Roach, MO 65787.

180. Ingesting Plaintiff Icel M. Bartley's injuries were caused by the usage of Plavix.

181. As more particularly pled below, aforementioned Ingesting Plaintiff, Icel M. Bartley, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

182. Spouse Plaintiff Max L. Bartley, is a natural person and spouse of Ingesting Plaintiff Icel M. Bartley.

183. Ingesting Plaintiff, William Hurst, a natural person, is a citizen and resident of the State of Utah. William Hurst, currently, and at all times material to this complaint, resides at 4883 West 5050 South, Roy, UT 84067.

184. Ingesting Plaintiff William Hurst's injuries were caused by the usage of Plavix.

185. As more particularly pled below, aforementioned Ingesting Plaintiff, William Hurst, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

186. Spouse Plaintiff Sharon Hurst, is a natural person and spouse of Ingesting Plaintiff William Hurst.

187. Ingesting Plaintiff, Gary A. Fraker, a natural person, is a citizen and resident of the State of Missouri. Gary A. Fraker, currently, and at all times material to this complaint, resides at 520 Bluff Road, P.O. Box 85, Marshfield, MO 65706.

188. Ingesting Plaintiff Gary A. Fraker's injuries were caused by the usage of Plavix.

189. As more particularly pled below, aforementioned Ingesting Plaintiff, Gary A. Fraker, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

190. Spouse Plaintiff Jacquelyn L. Fraker, is a natural person and spouse of Ingesting Plaintiff Gary A. Fraker.

191. Ingesting Plaintiff, George M. Heysham, a natural person, is a citizen and resident of the State of New York. George M. Heysham, currently, and at all times material to this complaint, resides at 2 West Sinclair Avenue, Yorkville, NY 13495.

192. Ingesting Plaintiff George M. Heysham's injuries were caused by the usage of Plavix.

193. As more particularly pled below, aforementioned Ingesting Plaintiff, George M. Heysham, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

194. Spouse Plaintiff Cathy Heysham, is a natural person and spouse of Ingesting Plaintiff George M. Heysham.

195. Ingesting Plaintiff, Deborah A. Valeri, a natural person, is a citizen and resident of the State of Massachusetts. Deborah A. Valeri, currently, and at all times material to this complaint, resides at 37 Elizabeth Drive, Raynham, MA 02767.

196. Ingesting Plaintiff Deborah A. Valeri's injuries were caused by the usage of Plavix.

197. As more particularly pled below, aforementioned Ingesting Plaintiff, Deborah A. Valeri, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

198. Ingesting Plaintiff, Charles D. Skilling, a natural person, is a citizen and resident of the State of Wisconsin. Charles D. Skilling, currently, and at all times material to this complaint, resides at 1133 Romin Road, Lake Geneva, WI 53147.

199. Ingesting Plaintiff Charles D. Skilling's injuries were caused by the usage of Plavix.

200. As more particularly pled below, aforementioned Ingesting Plaintiff, Charles D. Skilling, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

201. Spouse Plaintiff Debra Skilling, is a natural person and spouse of Ingesting Plaintiff Charles D. Skilling.

202. Ingesting Plaintiff, Clarence A. Blevins, a natural person, is a citizen and resident of the State of Ohio. Clarence A. Blevins, currently, and at all times material to this complaint, resides at 622 Middle Ave., Elyria, OH 44035.

203. Ingesting Plaintiff Clarence A. Blevins's injuries were caused by the usage of Plavix.

204. As more particularly pled below, aforementioned Ingesting Plaintiff, Clarence A. Blevins, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

205. Spouse Plaintiff Holly Blevins, is a natural person and spouse of Ingesting Plaintiff Clarence A. Blevins.

206. Ingesting Plaintiff, Claude A. Bugbee, a natural person, is a citizen and resident of the State of Wisconsin. Claude A. Bugbee, currently, and at all times material to this complaint, resides at 16885 13th Road, La Farge, WI 54639.

207. Ingesting Plaintiff Claude A. Bugbee's injuries were caused by the usage of Plavix.

208. As more particularly pled below, aforementioned Ingesting Plaintiff, Claude A. Bugbee, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

209. Ingesting Plaintiff, Philip Hoyt, a natural person, is a citizen and resident of the State of Georgia. Philip Hoyt, currently, and at all times material to this complaint, resides at 1412 Stovall Street, Augusta, GA 30904.

210. Ingesting Plaintiff Philip Hoyt's injuries were caused by the usage of Plavix.

211. As more particularly pled below, aforementioned Ingesting Plaintiff, Philip Hoyt, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

212. Administrator, George Mavronis, individually and as proposed special administrator on behalf of Irene Mavronis, deceased, is a natural citizen and resident of the State of Maryland and is the husband of Decedent Mavronis. George Mavronis, currently, and at all times material to this complaint, resides at 2408 Jarsey Avenue, Sparrows Point, MD 21219.

213. Decedent Irene Mavronis' injuries were caused by the usage of Plavix.

214. As more particularly pled below, aforementioned Administrator, George Mavronis, individually and as proposed special administrator on behalf of Irene

Mavronis, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

215. Administrator, George Mavronis, is a Spouse Plaintiff and spouse of Decedent Irene Mavronis.

216. Ingesting Plaintiff, Lee B. Shaw, a natural person, is a citizen and resident of the State of Pennsylvania. Lee B. Shaw, currently, and at all times material to this complaint, resides at 20411 Shawville Croft Highway, Clearfield, PA 16830.

217. Ingesting Plaintiff Lee B. Shaw's injuries were caused by the usage of Plavix.

218. As more particularly pled below, aforementioned Ingesting Plaintiff, Lee B. Shaw, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

219. Ingesting Plaintiff, Raiford L. Grigsby, a natural person, is a citizen and resident of the State of Arkansas. Raiford L. Grigsby, currently, and at all times material to this complaint, resides at 2200 Chastain Drive, Jonesboro, AR 72401.

220. Ingesting Plaintiff Raiford L. Grigsby's injuries were caused by the usage of Plavix.

221. As more particularly pled below, aforementioned Ingesting Plaintiff, Raiford L. Grigsby, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

222. Ingesting Plaintiff, Billy V. Lewis, a natural person, is a citizen and resident of the State of Oklahoma. Billy V. Lewis, currently, and at all times material to this complaint, resides at 2101 Southwest 38th Street, Lot 5, Lawton, OK 73505.

223. Ingesting Plaintiff Billy V. Lewis' injuries were caused by the usage of Plavix.

224. As more particularly pled below, aforementioned Ingesting Plaintiff, Billy V. Lewis, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

225. Ingesting Plaintiff, Peter C. Serubo, a natural person, is a citizen and resident of the State of New Jersey. Peter C. Serubo, currently, and at all times material to this complaint, resides at 19 Monroe Drive, Laurel Springs, NJ 08021.

226. Ingesting Plaintiff Peter C. Serubo's injuries were caused by the usage of Plavix.

227. As more particularly pled below, aforementioned Ingesting Plaintiff, Peter C. Serubo, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

228. Ingesting Plaintiff, Mary Loveday, a natural person, is a citizen and resident of the State of Florida. Mary Loveday, currently, and at all times material to this complaint, resides at 1400 East Johnson Avenue #403, Pensacola, FL 32514.

229. Ingesting Plaintiff Mary Loveday's injuries were caused by the usage of Plavix.

230. As more particularly pled below, aforementioned Ingesting Plaintiff, Mary Loveday, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

231. Ingesting Plaintiff, Theodore R. Jordan, a natural person, is a citizen and resident of the State of Alabama. Theodore R. Jordan, currently, and at all times material to this complaint, resides at 4514 Sagewood Lane, Birmingham, AL 35215.

232. Ingesting Plaintiff Theodore R. Jordan's injuries were caused by the usage of Plavix.

233. As more particularly pled below, aforementioned Ingesting Plaintiff, Theodore R. Jordan, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

234. Spouse Plaintiff Wanda Jordan, is a natural person and spouse of Ingesting Plaintiff Theodore R. Jordan.

235. Ingesting Plaintiff, Joseph P. Connors, a natural person, is a citizen and resident of the State of Ohio. Joseph P. Connors, currently, and at all times material to this complaint, resides at 36675 Centeridge Road, North Ridgeville, OH 44039.

236. Ingesting Plaintiff Joseph P. Connors's injuries were caused by the usage of Plavix.

237. As more particularly pled below, aforementioned Ingesting Plaintiff, Joseph P. Connors, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

238. Administrator, Ronald Pioterek, individually and as proposed special administrator on behalf of Linda C. Pioterek, deceased, is a natural citizen and resident of the State of Ohio and is the husband of Decedent Pioterek. Ronald Pioterek, currently, and at all times material to this complaint, resides at 625 Bronson Avenue, Toledo, OH 43608.

239. Decedent Linda C. Pioterek's injuries were caused by the usage of Plavix.

240. As more particularly pled below, aforementioned Administrator, Ronald Pioterek, individually and as proposed special administrator on behalf of Linda C. Pioterek, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

241. Administrator, Ronald Pioterek, is a Spouse Plaintiff and spouse of Decedent Linda C. Pioterek.

242. Ingesting Plaintiff, Robert J. Fent, a natural person, is a citizen and resident of the State of Ohio. Robert J. Fent, currently, and at all times material to this complaint, resides at 214 North High Street, St. Paris, OH 43072.

243. Ingesting Plaintiff Robert J. Fent's injuries were caused by the usage of Plavix.

244. As more particularly pled below, aforementioned Ingesting Plaintiff, Robert J. Fent, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

245. Spouse Plaintiff, Lorett Fent, is a natural person and spouse of Ingesting Plaintiff Robert J. Fent.

246. Ingesting Plaintiff, Nicholas Toscano, a natural person, is a citizen and resident of the State of New York. Nicholas Toscano, currently, and at all times material to this complaint, resides at 1177 Adriatic Drive, Melville, NY 11747.

247. Ingesting Plaintiff Nicholas Toscano's injuries were caused by the usage of Plavix.

248. As more particularly pled below, aforementioned Ingesting Plaintiff, Nicholas Toscano, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

249. Spouse Plaintiff, Katherine Toscano, is a natural person and spouse of Ingesting Plaintiff Nicholas Toscano.

250. Ingesting Plaintiff, Geneva Pool, a natural person, is a citizen and resident of the State of Oklahoma. Geneva Pool, currently, and at all times material to this complaint, resides at 201 S. Kilmer Lane, Atoka, OK 74525.

251. Ingesting Plaintiff Geneva Pool's injuries were caused by the usage of Plavix.

252. As more particularly pled below, aforementioned Ingesting Plaintiff, Geneva Pool, maintains that Plavix is defectively designed, inadequately tested,

dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

253. Spouse Plaintiff, Jimmy R. Pool, is a natural person and spouse of Ingesting Plaintiff Geneva Pool.

254. Ingesting Plaintiff, Jose Ledesma, a natural person, is a citizen and resident of the State of California. Jose Ledesma, currently, and at all times material to this complaint, resides at 1076 Fontes Lane, Salinas, CA 93907.

255. Ingesting Plaintiff Jose Ledesma's injuries were caused by the usage of Plavix.

256. As more particularly pled below, aforementioned Ingesting Plaintiff, Jose Ledesma, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

257. Spouse Plaintiff, Diana Ledesma, is a natural person and spouse of Ingesting Plaintiff Jose Ledesma.

258. Ingesting Plaintiff, Lawrence B. Robinson, a natural person, is a citizen and resident of the State of New Jersey. Lawrence B. Robinson, currently, and at all times material to this complaint, resides at 100 Riverside Drive, Apt. 8N, Millville, NJ 08332.

259. Ingesting Plaintiff Lawrence B. Robinson's injuries were caused by the usage of Plavix.

260. As more particularly pled below, aforementioned Ingesting Plaintiff, Lawrence B. Robinson, maintains that Plavix is defectively designed, inadequately

tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

261. Ingesting Plaintiff, Brenda A. Arrington, a natural person, is a citizen and resident of the State of Virginia. Brenda A. Arrington, currently, and at all times material to this complaint, resides at 4097 McDaniel Road, Bedford, VA 24523.

262. Ingesting Plaintiff Brenda A. Arrington's injuries were caused by the usage of Plavix.

263. As more particularly pled below, aforementioned Ingesting Plaintiff, Brenda A. Arrington, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

264. Ingesting Plaintiff, A. Margo Brandt, a natural person, is a citizen and resident of the State of Florida. A. Margo Brandt, currently, and at all times material to this complaint, resides at 5631 Oakhurst Drive, Seminole, FL 33772.

265. Ingesting Plaintiff A. Margo Brandt's injuries were caused by the usage of Plavix.

266. As more particularly pled below, aforementioned Ingesting Plaintiff, A. Margo Brandt, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

267. Spouse Plaintiff, Chester Brandt, is a natural person and spouse of Ingesting Plaintiff A. Margo Brandt.

268. Ingesting Plaintiff, Elizabeth L. Mosley, a natural person, is a citizen and resident of the State of West Virginia. Elizabeth L. Mosley, currently, and at all times material to this complaint, resides at 5219 Elaine Drive, Charleston, WV 25306.

269. Ingesting Plaintiff Elizabeth L. Mosley's injuries were caused by the usage of Plavix.

270. As more particularly pled below, aforementioned Ingesting Plaintiff, Elizabeth L. Mosley, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

271. Ingesting Plaintiff, Dominick J. Ricciardi, a natural person, is a citizen and resident of the State of Nevada. Dominick J. Ricciardi, currently, and at all times material to this complaint, resides at 536 Tara Court, Boulder City, NV 89005.

272. Ingesting Plaintiff Dominick J. Ricciardi's injuries were caused by the usage of Plavix.

273. As more particularly pled below, aforementioned Ingesting Plaintiff, Dominick J. Ricciardi, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

274. Spouse Plaintiff, Ann Ricciardi, is a natural person and spouse of Ingesting Plaintiff Dominick J. Ricciardi.

275. Ingesting Plaintiff, Barry Sticker, a natural person, is a citizen and resident of the State of Pennsylvania. Barry Sticker, currently, and at all times material to this complaint, resides at 15 Conrad Richter Drive, #811, Pine Grove, PA 17963.

276. Ingesting Plaintiff Barry Sticker's injuries were caused by the usage of Plavix.

277. As more particularly pled below, aforementioned Ingesting Plaintiff, Barry Sticker, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

278. Ingesting Plaintiff, Ronald E. Newsome, a natural person, is a citizen and resident of the State of Ohio. Ronald E. Newsome, currently, and at all times material to this complaint, resides at 1011 Carriage Hill Drive, 202-D, Ashtabula, OH 44004.

279. Ingesting Plaintiff Ronald E. Newsome's injuries were caused by the usage of Plavix.

280. As more particularly pled below, aforementioned Ingesting Plaintiff, Ronald E. Newsome, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

281. Ingesting Plaintiff, Juan L. Farran, a natural person, is a citizen and resident of the State of Florida. Juan L. Farran, currently, and at all times material to this complaint, resides at 7701 South West 163rd Place, Miami, Florida 33193.

282. Ingesting Plaintiff Juan L. Farran's injuries were caused by the usage of Plavix.

283. As more particularly pled below, aforementioned Ingesting Plaintiff, Juan L. Farran, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

284. Spouse Plaintiff, Sandra Farran, is a natural person and spouse of Ingesting Plaintiff Juan L. Farran.

285. Administrator, Pamela D. McMann, individually and as proposed special administrator on behalf of Kenneth R. McMann, deceased, is a natural citizen and resident of the State of Missouri and is the wife of Decedent McMann. Pamela D. McMann, currently, and at all times material to this complaint, resides at 13040 Crossland Road, Cabool, MO 65689.

286. Decedent Kenneth R. McMann's injuries were caused by the usage of Plavix.

287. As more particularly pled below, aforementioned Administrator, Pamela D. McMann, individually and as proposed special administrator on behalf of Kenneth R. McMann, deceased, maintains that Plavix is defectively designed, inadequately tested, dangerous to human health, and lacked proper warnings as to the dangers associated with its use.

288. Administrator, Pamela D. McMann, is a Spouse Plaintiff and spouse of Decedent Kenneth R. McMann.

DEFENDANTS

289. Defendant, Bristol-Myers Squibb Company (hereinafter referred to as "BMS") is a pharmaceutical manufacturing and marketing company that partners with Sanofi-Aventis (now Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc.) to manufacture and market Plavix in the United States. The headquarters for Bristol-Myers Squibb Company are located at 345 Park Avenue, New York, New York, 10145-0037.

290. Defendant, Sanofi-Aventis U.S. L.L.C. is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S. L.L.C. is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey 08807-0912.

291. Defendant, Sanofi-Aventis U.S., Inc., is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S., Inc., is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey, 08807-0912.

292. Defendant, Sanofi-Synthelabo, Inc., is a Delaware corporation with its commercial headquarters at 90 Park Avenue, New York, New York, 10016. Sanofi-Synthelabo, Inc., did business as Sanofi Pharmaceuticals, Inc., and was the sponsor for Defendants' application for Plavix. Sanofi-Synthelabo, Inc., is an affiliate of Sanofi-Aventis, Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc., that was instrumental in bringing Plavix to the market.

293. The three Sanofi Defendants—Sanofi-Aventis U.S. LLC, Sanofi-Aventis U.S. Inc., and Sanofi-Synthelabo, Inc., will be collectively referred to as "Sanofi" in this Complaint.

JURISDICTION AND VENUE

294. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments, this Court has *in personam* jurisdiction over the Defendants, because

Defendants are present in the State of Illinois, such that requiring an appearance does not offend traditional notions of fair play and substantial justice.

295. This Court has personal jurisdiction over the Defendants, pursuant to, and consistent with, Illinois' long-arm statute (735 ILCS 5/2-209) and the Constitutional requirements of Due Process in that the Defendants acting through agents or apparent agents, committed one or more of the following:

a. Defendants transacted business in the State of Illinois, 735 ILCS 5/2-209(a)(1);

b. Defendants owned, used or possessed real estate situated in the State of Illinois, 735 ILCS 5/2-209(a)(3);

c. Defendants made or performed a contract or promise substantially connected within this state, 735 ILCS 5/2-209(a)(7);

d. Defendants do business in and within Illinois, 735 ILCS 5/2-209(b)(4); and;

e. Requiring Defendants to litigate this claim in Illinois does not offend traditional notions of fair play and substantial justice and is permitted by the United States Constitution.

296. Defendants marketed, promoted, and sold Plavix throughout the United States, including Cook County, Illinois. Additionally, the Ingesting Plaintiffs and Decedents herein suffered injury from Plavix in Cook County, Illinois. Accordingly venue is proper under 735 ILCS 5/1-108 and 2-101 of the Illinois Code of Civil Procedure.

297. This action is brought under the common law of the State of Illinois and the Illinois Consumer Fraud and Deceptive Trade Practices Act, to recover damages and other relief, including the costs of suit and reasonable attorneys' and expert fees, to compensate the Ingesting Plaintiffs and Decedents for injuries they sustained as a result of the Defendants' negligent and wrongful conduct in connection with the design,

development, manufacture, testing, packaging, promoting, marketing, distributing, labeling and/or the sale of Plavix.

STATEMENT OF FACTS

298. This is an action for damages suffered by Ingesting Plaintiffs and Decedents as a direct and proximate result of the Defendants' negligence and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling and/or sale of Plavix.

299. At all material times, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by the Defendants.

300. The Sanofi Defendants and BMS co-developed Plavix, applying in April 1997, for a rare *priority regulatory review*, by the U.S. Food and Drug Administration (FDA), which cleared the way for the Defendants to bring Plavix to the market in November 1997.

301. The rush to obtain FDA approval of Plavix is indicative of Defendants' emphasis on marketing and profit making over patient safety.

302. Plavix was heavily marketed directly to consumers through television, magazine and Internet advertising. It was touted as a "super-aspirin," that would give a person even greater cardiovascular benefits than a much less expensive, daily aspirin while being safer and easier on a person's stomach than aspirin. Those assertions have proven to be false.

303. The truth is that Defendants always knew, or if they had paid attention to the findings of their own studies, should have known, that Plavix was not more efficacious than aspirin to prevent heart attacks and strokes. More importantly though, Defendants knew or should have known that when taking Plavix, the risk of suffering a heart attack, stroke, internal bleeding, blood disorder, or death far outweigh any potential benefit.

304. Still, Defendants continued to exaggerate the results of their own studies and made false statements in their advertising and promotional materials for the purpose of increasing their profits from Plavix sales.

305. The profit at stake for the Defendants is enormous. By way of illustration, in 2005, Plavix was the sixth top selling drug in the United States and the Defendants enjoy annual sales of Plavix totaling $3,800,000,000.00 (3.8 billion dollars).

306. Defendants repeatedly thwarted the law and their duty to tell the public the truth about Plavix they were over-promoting for profit. The FDA issued numerous letters insisting these Defendants stop their misleading, over-promotional practices.

307. As examples, in 1998, the FDA requested the Defendants stop promoting Plavix for off-label use in patients receiving arterial stents. In the same reprimand, the FDA noted that not only were the Defendants' marketing Plavix to physicians for a treatment for which it had not been approved, but also were recommending that a non-FDA approved dosage nearly four (4) times that of other applications be given.

308. That same FDA warning criticized the Defendants' attempts at over-promotion of Plavix for unapproved use for lacking fair balance and failing to disclose any of the risks associated with its use. In particular, the FDA criticized that the

Defendants were claiming to physicians, in their promotional letter, that Plavix was safe for use with other drugs. This, said the FDA, was overstating the safety profile of Plavix. In particular, its safety when combined with aspirin (known as "dual therapy") had not been established, yet Defendants were making a claim that the dual combination therapy of aspirin plus Plavix was safe. This claim has now been proven to be untrue in a recent study called CHARISMA (the Clopidogrel for High Atherothrombotic Risk and Ischemic Stabilization, Management and Avoidance Trial), which was reported in *The New England Journal of Medicine*, April 20, 2006.

309. Again in 1998, the FDA issued a letter demanding the Defendants immediately cease distribution of advertising materials that claimed that Plavix has been proven to be more effective than aspirin. The FDA criticized this marketing ploy as an overstatement of efficacy that is lacking in fair balance and unsubstantiated.

310. Undaunted, the Defendants were back in the business of hiding bad facts about their drug and fabricating more favorable information so they could sell large quantities of Plavix and make giant corporate profits. In 2001, the FDA was again forced to order Defendants to immediately cease distribution of promotional materials that made unsubstantiated claims about Plavix and was misleading. Specifically, the Defendants' promotional materials mislead consumers about their own study, called CAPRIE (Clopidogrel versus Aspirin in Patients at Rick of Ischemic Events). While the Defendants' trumped-up promotional material claimed that Plavix was 19.2% better than aspirin, the actual findings of the CAPRIE study were that Plavix was not proven to be significantly more effective than aspirin-providing a 2.9% reduction in ischemic events versus a 3.47% reduction of ischemic events for the study participants who had been

given aspirin. Defendants again claimed that the use of Plavix combined with aspirin was safe and effective, and again, the FDA forced Defendants to stop saying that because it had not been proven to be true.

311. In addition to misinforming physicians and the public through their advertising to consumers and promotional materials for doctors, Defendants' drug representatives have also misinformed physicians about the proper types of patients who should be given Plavix, the duration of its proper usage, and the applications for which it is safe and FDA approved.

312. Defendants, through, their drug representatives, and their promotional efforts, have encouraged physicians to prescribe Plavix to a broad population of people who would receive the same therapeutic benefit from aspirin alone, (without risking death) and to use Plavix for unapproved applications.

313. The result is that physicians are prescribing Plavix to people who could be cheaply and effectively protected against ischemic events by a simple aspirin, to pay approximately four dollars ($4.00) a day for a dose of Plavix.

314. Defendants' nearly eight-year run of lying to physicians and to the public about the safety and efficacy of Plavix for the sole purpose of increasing corporate profits has now been uncovered by scientific studies that reveal that not only is Plavix not worth its high price—it is dangerous.

315. The Chan study, written about in *The New England Journal of Medicine*, and named for the scientific researcher who conducted it, showed the fallacy of Defendants' assertion that Plavix is safer and more effective for patients who have a gastrointestinal intolerance to aspirin. The Chan study compared the effects of Aspirin

and Plavix on patients who had previously had stomach ulcers that had healed. In that group, the incidence of recurring stomach bleeding was 8.6% in the Plavix group versus only .7% in the aspirin group. Dr. Chan recommended that the prescribing guidelines for Plavix be changed so that the patients would not erroneously believe that Plavix is safer on the stomach than aspirin.

316. The Chan study also uncovered the fact that an aspirin a day plus esomeprazole (the generic name for a cheap, over the counter proton pump inhibitor like Prilosec) is far more cost effective for the consumer than paying for a four-dollar ($4.00) a day Plavix pill that greatly increases the risk of stomach bleeding.

317. Most recently, the CHARISMA trial uncovered another truth about Plavix. It found that Plavix plus aspirin (dual therapy) is only minimally more effective than aspirin plus placebo at preventing atherothrombotic events. But more importantly, it found that in patients who do not have peripheral arterial disease (PAD) or acute coronary syndrome (ACS), Plavix plus aspirin (dual therapy) poses a 20% increased risk to the patient of suffering bleeding injuries, heart attacks, stroke and death. In other words, in those patients without ACS or PAD, dual therapy with aspirin and Plavix does more harm than good.

318. Despite the growing body of scientific knowledge that the four-dollar ($4.00) Plavix pill was not much better than a four-cent-a-day aspirin, Defendants kept promoting it to the public and to physicians, using hyperbole and outright falsification in the process.

319. Decedent, Clyde Gallion, was prescribed Plavix on or about January of 2008 and continued on Plavix until on or about October of 2011. Beginning on or about

September of 2011 until August of 2012, Clyde Gallion suffered from injuries including but not limited to gastrointestinal bleeding, heart attack and death, all which resulted from Decedent's ingestion of Plavix.

320. Ingesting Plaintiff, Paul E. Zappala, was prescribed Plavix on or about January of 2006 and continued on Plavix until on or about October of 2011. On or about August of 2011, Paul E. Zappala suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

321. Decedent, Franklin B. Yarber, was prescribed Plavix on or about January of 2006 and continued on Plavix until on or about August of 2011. Beginning on or about August of 2011, Franklin B. Yarber suffered from injuries including but not limited to gastrointestinal bleeding and death, all which resulted from Decedent's ingestion of Plavix.

322. Ingesting Plaintiff, James Montgomery, was prescribed Plavix on or about January of 2005 and continued on Plavix until on or about May of 2011. On or about August of 2011, James Montgomery suffered from injuries including but not limited to bleeding ulcers, which resulted from Ingesting Plaintiff's ingestion of Plavix.

323. Ingesting Plaintiff, Jeri Klein, was prescribed Plavix on or about December of 2007 and continued on Plavix until on or about December of 2011. On or around August of 2011, Jeri Klein suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

324. Ingesting Plaintiff, Joe L. Haile, was prescribed Plavix on or about January of 2002 and continued on Plavix until on or about November of 2011. On or

about August of 2010, Joe L. Haile suffered from injuries including but not limited to bleeding ulcers and bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix. Ingesting Plaintiff was unaware the Ingesting Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

325. Ingesting Plaintiff, Patricia L. Pairan, was prescribed Plavix on or about May of 1999 and continued on Plavix until on or about February of 2012. On or about November of 2011, Patricia L. Pairan suffered from injuries including but not limited to cerebral bleeding, heart attack and stroke, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

326. Ingesting Plaintiff, Annette Williams, was prescribed Plavix on or about March of 2009 and continued on Plavix until on or about November of 2011. On or about August of 2011, Annette Williams suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

327. Ingesting Plaintiff, Leon R. Dorsey, was prescribed Plavix on or about January of 2007 and continued on Plavix until on or about August of 2011. On or about August of 2011, Leon R. Dorsey suffered from injuries including but not limited to cerebral bleeding and stroke, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

328. Ingesting Plaintiff, Gary Armantrout, was prescribed Plavix on or about May of 2010 and continued on Plavix until on or about August of 2011. On or about August of 2011, Gary Armantrout suffered from injuries including but not limited to

bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

329. Ingesting Plaintiff, Gail A. Lindblom, was prescribed Plavix on or about August of 2004 and continued on Plavix until on or about August of 2011. On or about August of 2011, Gail A. Lindblom suffered from injuries including but not limited to bleeding ulcers, which resulted from Ingesting Plaintiff's ingestion of Plavix.

330. Ingesting Plaintiff, Nerlande Etienne, was prescribed Plavix on or about June of 2010 and continued on Plavix until on or about August of 2010. On or about August of 2010, Nerlande Etienne suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix. Ingesting Plaintiff was unaware the Ingesting Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

331. Ingesting Plaintiff, Eugene R. Vigil, was prescribed Plavix on or about September of 2010 and continued on Plavix until on or about September of 2010. Starting on or about August of 2010, Eugene R. Vigil suffered from injuries including but not limited to cerebral bleeding, stroke and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix. Ingesting Plaintiff was unaware the Ingesting Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

332. Ingesting Plaintiff, Warren Erb, was prescribed Plavix on or about January of 2003 and continued on Plavix until on or about November of 2011. On or about August of 2011, Warren Erb suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

333. Ingesting Plaintiff, Donald R. Mabes, was prescribed Plavix on or about January of 2006 and continued on Plavix until on or about August of 2011. On or about August of 2011, Donald R. Mabes suffered from injuries including but not limited to gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

334. Ingesting Plaintiff, Allan L. Stephenson, was prescribed Plavix on or about May of 2010 and continued on Plavix until on or about August of 2010. On or about August of 2010, Allan L. Stephenson suffered from injuries including but not limited to bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix. Ingesting Plaintiff was unaware the Ingesting Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

335. Ingesting Plaintiff, Marie M. Perrin, was prescribed Plavix on or about July of 2005 and continued on Plavix until on or about September of 2011. On or about August of 2011, Marie M. Perrin suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

336. Ingesting Plaintiff, Stephen L. Webber, was prescribed Plavix on or about March of 2010 and continued on Plavix until on or about August of 2011. On or about August of 2011, Stephen L. Webber suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

337. Ingesting Plaintiff, Chester L. Birt, was prescribed Plavix on or about February of 2004 and continued on Plavix until on or about August of 2011. On or

about August of 2011, Chester L. Birt suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

338. Decedent, Charles L. Moore, was prescribed Plavix on or about January of 2011 and continued on Plavix until on or about August of 2011. Beginning on or about August of 2011 until September of 2011, Charles L. Moore suffered from injuries including but not limited to cerebral bleeding and death, all which resulted from Decedent's ingestion of Plavix.

339. Ingesting Plaintiff, Joy A. Long, was prescribed Plavix on or about September of 2005 and continued on Plavix until on or about November of 2011. On or about August of 2011, Joy A. Long suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

340. Ingesting Plaintiff, Mary I. Buck, was prescribed Plavix on or about January of 2004 and continued on Plavix until on or about October of 2011. On or about August of 2011, Mary I. Buck suffered from injuries including but not limited to bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

341. Decedent, Harold Landrum, was prescribed Plavix on or about July of 2009 and continued on Plavix until on or about August of 2011. Beginning on or about August of 2011 until November of 2011, Harold Landrum suffered from injuries including but not limited to thrombotic thombocytopenic purpura and death, all which resulted from Decedent's ingestion of Plavix.

342. Ingesting Plaintiff, Henry R. Michaud, was prescribed Plavix on or about July of 2011 and continued on Plavix until on or about August of 2011. On or about

August of 2011, Henry R. Michaud suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

343. Ingesting Plaintiff, Theodore A. Boule, was prescribed Plavix on or about October of 2009 and continued on Plavix until on or about August of 2011. On or about August of 2011, Theodore A. Boule suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

344. Ingesting Plaintiff, Iven B. Robinson, was prescribed Plavix on or about May of 2005 and continued on Plavix until on or about July of 2011. On or about August of 2011, Iven B. Robinson suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

345. Ingesting Plaintiff, Steven D. Cochran, was prescribed Plavix on or about June of 2010 and continued on Plavix until on or about October of 2011. On or about August of 2011, Steven D. Cochran suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

346. Decedent, Virgie M. Flatt, was prescribed Plavix on or about January of 2009 and continued on Plavix until on or about August of 2011. Beginning on or about August of 2011, Virgie M. Flatt suffered from injuries including but not limited to gastrointestinal bleeding and death, all which resulted from Decedent's ingestion of Plavix.

347. Ingesting Plaintiff, Chester L. Houze, was prescribed Plavix on or about April of 2010 and continued on Plavix until on or about August of 2011. On or about

August of 2011, Chester L. Houze suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

348. Ingesting Plaintiff, Sharla S. Stone, was prescribed Plavix on or about August of 2011 and continued on Plavix until on or about October of 2011. On or about September of 2011, Sharla S. Stone suffered from injuries including but not limited to bleeding, bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

349. Ingesting Plaintiff, Christopher A. Smith, was prescribed Plavix on or about November of 2007 and continued on Plavix until on or about November of 2011. On or about August of 2011, Christopher A. Smith suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

350. Ingesting Plaintiff, Charles Woods, was prescribed Plavix on or about January of 2007 and continued on Plavix until on or about August of 2011. On or about August of 2011, Charles Woods suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

351. Ingesting Plaintiff, Roger D. Hopkins, was prescribed Plavix on or about April of 2001 and continued on Plavix until on or about September of 2011. On or about August of 2011, Roger D. Hopkins suffered from injuries including but not limited to gastrointestinal bleeding, and bleeding ulcers, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

352. Ingesting Plaintiff, Jerry J. Bass, was prescribed Plavix on or about August of 2005 and continued on Plavix until on or about August of 2011. On or about

August of 2011, Jerry J. Bass suffered from injuries including but not limited to retroperitoneal hematoma, which resulted from Ingesting Plaintiff's ingestion of Plavix.

353. Ingesting Plaintiff, Michael Clevenger, was prescribed Plavix on or about September of 2005 and continued on Plavix until on or about August of 2011. On or about August of 2011, Michael Clevenger suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

354. Ingesting Plaintiff, Caroline S. Zerbe, was prescribed Plavix on or about January of 2006 and continued on Plavix until on or about December of 2011. On or about September of 2011, Caroline S. Zerbe suffered from injuries including but not limited to gastrointestinal bleeding and bleeding ulcers, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

355. Ingesting Plaintiff, Ronald R. McMullen, was prescribed Plavix on or about January of 2002 and continued on Plavix until on or about September of 2011. On or about September of 2011, Ronald R. McMullen suffered from injuries including but not limited to gastrointestinal bleeding and bleeding ulcers, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

356. Ingesting Plaintiff, Terry C. Keller, was prescribed Plavix on or about January of 2011 and continued on Plavix until on or about September of 2011. Starting on or about January of 2011, Terry C. Keller suffered from injuries including but not limited to gastrointestinal bleeding and stroke, which resulted from Ingesting Plaintiff's ingestion of Plavix.

357. Ingesting Plaintiff, Charles Henderson, was prescribed Plavix on or about April of 2009 and continued on Plavix until on or about October of 2011. On or about September of 2011, Charles Henderson suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

358. Ingesting Plaintiff, Bernard E. Milowitz, was prescribed Plavix on or about January of 2009 and continued on Plavix until on or about December of 2011. On or about September of 2011, Bernard E. Milowitz suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

359. Ingesting Plaintiff, Philip D. Lively, was prescribed Plavix on or about February of 2008 and continued on Plavix until on or about February of 2012. On or about September of 2011, Philip D. Lively suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

360. Ingesting Plaintiff, Betty A. Smith, was prescribed Plavix on or about January of 2006 and continued on Plavix until on or about September of 2011. On or about September of 2011, Betty A. Smith suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

361. Ingesting Plaintiff, Alan M. Stearns, was prescribed Plavix on or about January of 2011 and continued on Plavix until on or about December of 2011. On or about September of 2011, Alan M. Stearns suffered from injuries including but not

limited to cerebral bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

362. Ingesting Plaintiff, Nancy Renshaw, was prescribed Plavix on or about January of 2007 and continued on Plavix until on or about September of 2011. On or about September of 2011, Nancy Renshaw suffered from injuries including but not limited to bleeding ulcers, which resulted from Ingesting Plaintiff's ingestion of Plavix.

363. Ingesting Plaintiff, Peggy Jacobs, was prescribed Plavix on or about May of 2011 and continued on Plavix until on or about September of 2011. On or about September of 2011, Peggy Jacobs suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

364. Ingesting Plaintiff, Amanda C. Baker, was prescribed Plavix on or about July of 2010 and continued on Plavix until on or about September of 2011. On or about September of 2011, Amanda C. Baker suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

365. Ingesting Plaintiff, Bernice M. Stanley, was prescribed Plavix on or about January of 2005 and continued on Plavix until on or about September of 2011. On or about September of 2011, Bernice M. Stanley suffered from injuries including but not limited to bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

366. Ingesting Plaintiff, Shirley M. Bugal, was prescribed Plavix on or about June of 2006 and continued on Plavix until on or about November of 2011. On or about September of 2011, Shirley M. Bugal suffered from injuries including but not limited to bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

367. Ingesting Plaintiff, Jerry D. Jones, was prescribed Plavix on or about May of 2010 and continued on Plavix until on or about July of 2011. On or about September of 2011, Jerry D. Jones suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

368. Ingesting Plaintiff, Icel M. Bartley, was prescribed Plavix on or about October of 2003 and continued on Plavix until on or about September of 2011. On or about September of 2011, Icel M. Bartley suffered from injuries including but not limited to cerebral bleeding and thrombotic thrombocytopenic purpura, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

369. Ingesting Plaintiff, William Hurst, was prescribed Plavix on or about November of 2008 and continued on Plavix until on or about December of 2011. On or about September of 2011, William Hurst suffered from injuries including but not limited to bleeding ulcers, which resulted from Ingesting Plaintiff's ingestion of Plavix.

370. Ingesting Plaintiff, Gary A. Fraker, was prescribed Plavix on or about March of 2007 and continued on Plavix until on or about September of 2011. On or about September of 2011, Gary A. Fraker suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

371. Ingesting Plaintiff, George M. Heysham, was prescribed Plavix on or about February of 2006 and continued on Plavix until on or about September of 2011. On or about September of 2011, George M. Heysham suffered from injuries including but not limited to bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

372. Ingesting Plaintiff, Deborah A. Valeri, was prescribed Plavix on or about July of 2010 and continued on Plavix until on or about September of 2010. On or about September of 2011, Deborah A. Valeri suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

373. Ingesting Plaintiff, Charles D. Skilling, was prescribed Plavix on or about November of 2008 and continued on Plavix until on or about September of 2011. On or about September of 2011, Charles D. Skilling suffered from injuries including but not limited to bleeding ulcers, which resulted from Ingesting Plaintiff's ingestion of Plavix.

374. Ingesting Plaintiff, Clarence A. Blevins, was prescribed Plavix on or about June of 2009 and continued on Plavix until on or about October of 2011. On or about September of 2011, Clarence A. Blevins suffered from injuries including but not limited to cerebral bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

375. Ingesting Plaintiff, Claude A. Bugbee, was prescribed Plavix on or about September of 2009 and continued on Plavix until on or about September of 2011. On or about September of 2011, Claude A. Bugbee suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

376. Ingesting Plaintiff, Philip Hoyt, was prescribed Plavix on or about January of 2006 and continued on Plavix until on or about September of 2011. On or about September of 2011, Philip Hoyt suffered from injuries including but not limited to

bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

377. Decedent, Irene Mavronis, was prescribed Plavix on or about December of 2007 and continued on Plavix until on or about September of 2011. Beginning on or about September of 2011 until December of 2012, Irene Mavronis suffered from injuries including but not limited to gastrointestinal bleeding, bleeding ulcers and death, all which resulted from Decedent's ingestion of Plavix.

378. Ingesting Plaintiff, Lee B. Shaw, was prescribed Plavix on or about January of 2010 and continued on Plavix until on or about September of 2011. On or about September of 2011, Lee B. Shaw suffered from injuries including but not limited to bleeding ulcers, gastrointestinal bleeding and heart attack, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

379. Ingesting Plaintiff, Raiford L. Grigsby, was prescribed Plavix on or about December of 2009 and continued on Plavix until on or about September of 2011. On or about September of 2011, Raiford L. Grigsby suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

380. Ingesting Plaintiff, Billy V. Lewis, was prescribed Plavix on or about January of 2004 and continued on Plavix until on or about September of 2011. On or about September of 2011, Billy V. Lewis suffered from injuries including but not limited to heart attack and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

381. Ingesting Plaintiff, Peter C. Serubo, was prescribed Plavix on or about August of 2005 and continued on Plavix until on or about September of 2011. On or about September of 2011, Peter C. Serubo suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

382. Ingesting Plaintiff, Mary Loveday, was prescribed Plavix on or about February of 2011 and continued on Plavix until on or about October of 2011. On or about September of 2011, Mary Loveday suffered from injuries including but not limited to gastrointestinal bleeding and heart attack, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

383. Ingesting Plaintiff, Theodore R. Jordan, was prescribed Plavix on or about May of 2009 and continued on Plavix until on or about September of 2011. On or about September of 2011, Theodore R. Jordan suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

384. Ingesting Plaintiff, Joseph P. Connors, was prescribed Plavix on or about January of 2010 and continued on Plavix until on or about September of 2011. On or about September of 2011, Joseph P. Connors suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

385. Decedent, Linda C. Pioterek, was prescribed Plavix on or about January of 1999 and continued on Plavix until on or about September of 2011. On or about

September of 2011, Linda C. Pioterek suffered from injuries including but not limited to bleeding and death, all which resulted from Decedent's ingestion of Plavix.

386. Ingesting Plaintiff, Robert J. Fent, was prescribed Plavix on or about January of 2009 and continued on Plavix until on or about December of 2012. On or about September of 2011, Robert J. Fent suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

387. Ingesting Plaintiff, Nicholas Toscano, was prescribed Plavix on or about December of 2008 and continued on Plavix until on or about June of 2011. On or about September of 2011, Nicholas Toscano suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

388. Ingesting Plaintiff, Geneva Pool, was prescribed Plavix on or about August of 2010 and continued on Plavix until on or about September of 2011. On or about September of 2011, Geneva Pool suffered from injuries including but not limited to cerebral bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

389. Ingesting Plaintiff, Jose Ledesma, was prescribed Plavix on or about October of 2008 and continued on Plavix until on or about September of 2011. On or about September of 2011, Jose Ledesma suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

390. Ingesting Plaintiff, Lawrence B. Robinson, was prescribed Plavix on or about January of 1998 and continued on Plavix until on or about September of 2011. On

or about September of 2011, Lawrence B. Robinson suffered from injuries including but not limited to cerebral bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

391. Ingesting Plaintiff, Brenda A. Arrington, was prescribed Plavix on or about February of 2011 and continued on Plavix until on or about September of 2011. On or about September of 2011, Brenda A. Arrington suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

392. Ingesting Plaintiff, A. Margo Brandt, was prescribed Plavix on or about May of 2011 and continued on Plavix until on or about September of 2011. On or about September of 2011, A. Margo Brandt suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

393. Ingesting Plaintiff, Elizabeth L. Mosley, was prescribed Plavix on or about June of 2004 and continued on Plavix until on or about September of 2011. On or about September of 2011, Elizabeth L. Mosley suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

394. Ingesting Plaintiff, Dominick J. Ricciardi, was prescribed Plavix on or about January of 2008 and continued on Plavix until on or about October of 2011. On or about September of 2011, Dominick J. Ricciardi suffered from injuries including but not limited to bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

395. Ingesting Plaintiff, Barry Sticker, was prescribed Plavix on or about February of 2011 and continued on Plavix until on or about November of 2011. On or

about October of 2011, Barry Sticker suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

396. Ingesting Plaintiff, Ronald Newsome, was prescribed Plavix on or about November of 1997 and continued on Plavix until on or about December of 2011. On or about October of 2011, Ronald Newsome suffered from injuries including but not limited to bleeding ulcers and gastrointestinal bleeding, all which resulted from Ingesting Plaintiff's ingestion of Plavix.

397. Ingesting Plaintiff, Juan L. Farran, was prescribed Plavix on or about July of 2003 and continued on Plavix until on or about October of 2011. On or about October of 2011, Juan L. Farran suffered from injuries including but not limited to gastrointestinal bleeding, which resulted from Ingesting Plaintiff's ingestion of Plavix.

398. Decedent, Kenneth R. McMann, was prescribed Plavix on or about July of 2008 and continued on Plavix until on or about October of 2011. On or about October of 2011, Kenneth R. McMann suffered from injuries including but not limited to gastrointestinal bleeding and death, all which resulted from Decedent's ingestion of Plavix.

399. The label for Plavix drug products, known as the "Package Insert" was developed by the Defendants and accompanied all Plavix prescription drug products and/or samples and was published in the Physician's Desk Reference.

400. Drug labeling is to include accurate information concerning a drug's active and inactive ingredients, clinical pharmacology, indications, usage, efficacy, contraindications, warnings, precautions and side effects.

401. Defendants failed to fully, truthfully and accurately communicate the safety and efficacy of Plavix drug products and intentionally and fraudulently misled the medical community, physicians, Ingesting Plaintiffs' physicians, Ingesting Plaintiffs, Spouse Plaintiffs and Decedents about the risks associated with Plavix.

402. Defendants fraudulently and aggressively promoted Plavix drug products to physicians for use in patients, such as Ingesting Plaintiffs and Decedents, through medical journal advertisements, use of mass mailings, and direct communications, as well as other promotional materials including package inserts, Physician Desk Reference, monographs and patient brochures, leaflets and hand outs as these materials downplayed the significance of the adverse effects of Plavix.

403. At all relevant times hereto, Defendants did not investigate the accuracy of the Plavix drug product labeling.

404. Defendants were negligent in failing to report published articles and overwhelming scientific evidence of the true effects described above to the FDA, healthcare providers and patients, including Ingesting Plaintiffs and Decedents.

405. Defendants were required to report literature and papers; and, to undertake action to reflect truthful and accurate information in its labeling and promotional materials and failed to do so.

406. Defendants are under a duty to ensure that their Plavix drug product labels are accurate.

407. Defendants failed to ensure its Plavix warnings to the medical community were accurate and adequate and breached this duty.

408. Defendants have a duty to conduct post market safety surveillance; to review all adverse drug event information, and to report any information bearing on the risk and/or prevalence of side effects caused by Plavix drug products, the medical community, Plaintiffs' physician, Ingesting Plaintiffs and Decedents, and other foreseeable users and failed to fulfill this duty.

409. Defendants breached their duty to the medical community, Plaintiffs' physicians, Ingesting Plaintiffs and Decedents, and other foreseeable users similarly situated because it failed to conduct post market safety surveillance of Plavix, and failed to report any significant data regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of their Plavix drug products.

410. Defendants breached their duty to the medical community, Ingesting Plaintiffs' physicians, Ingesting Plaintiffs and Decedents, and other foreseeable users similarly situated because Defendants failed to review all adverse drug event information (ADE), and to report any information bearing upon the adequacy and/or accuracy of its warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by Plavix drug products to said persons and other foreseeable users.

411. Defendants breached their duty to the medical community, Ingesting Plaintiffs' physicians, Ingesting Plaintiffs, Decedents, and other foreseeable users similarly situated because it failed to periodically review all medical literature and failed to report significant data concerning the lack of efficacy and side effects associated with Plavix.

412. Defendants knew or should have known about the side effects and risks, as well as the misleading and inaccurate information contained in Plavix drug product

labels when it knowingly and intentionally withheld that information and or failed to report that information to the medical community, physicians, Ingesting Plaintiffs and Decedents, Ingesting Plaintiffs' physicians and other foreseeable users.

413. At all times material hereto, Defendants were aware of the serious side effects described herein which were caused by Plavix drug products and failed to fulfill the obligation to report and divulge said side effects, and in doing so, misled the medical community, physicians, Ingesting Plaintiffs' physicians, Ingesting Plaintiffs and Decedents, and other foreseeable users about the safety and efficacy of Plavix drug products.

414. At all times material hereto, Defendants knew or should have known that physicians and Ingesting Plaintiffs were unaware of or did not fully appreciate the seriousness of the risks associated with use of Plavix drug products and the lack of benefit.

415. At the time Defendants made the above-described representations, Ingesting Plaintiffs and Decedents, and Ingesting Plaintiffs' physicians were ignorant of the falsity of the representations and reasonably believed them to be true.

416. Ingesting Plaintiffs' and Decedents serious and permanent injuries, as described above, came about as a foreseeable and proximate result of Defendants' failure to correct false and misleading information it disseminated to physicians, which contained inaccurate, misleading, materially incomplete, false and otherwise inadequate information concerning the efficacy, safety and potential side effects of Plavix.

417. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice and Ingesting Plaintiffs and Decedents are therefore

entitled to punitive damages to deter Defendants and others from engaging in similar conduct in the future.

418. As a proximate result of the fraud and deceit of Defendants, Ingesting Plaintiffs and Decedents sustained the injuries and damages as described in this Complaint.

419. Defendants have an absolute duty to disclose the true facts regarding the safety of Plavix drug products to the medical community, to physicians and their patients, which they negligently and/or intentionally failed to do.

420. Defendants have a duty to ensure that they had a reasonable basis for making the representations regarding the safety; efficacy, risks and benefits of Plavix were accurate which it negligently and/or intentionally failed to do.

421. Ingesting Plaintiffs and Decedents would not have suffered their injuries but for the above misrepresentations or omissions of Defendants.

422. Defendants' misrepresentations or omissions were a cause in fact and a proximate cause of Ingesting Plaintiffs and Decedents' damages.

423. A reasonably competent physician who prescribed Plavix and a reasonably competent Ingesting Plaintiff and Decedent who consumed Plavix would not realize its dangerous condition.

424. The reasonably foreseeable use of Plavix drug products involved substantial dangers not readily recognizable by Ingesting Plaintiffs and Decedents' physicians, who acted as ordinary, reasonable and prudent physicians would, when prescribing Plavix to ordinary, reasonable and prudent patients, like Ingesting Plaintiffs and Decedents.

425. As a direct and proximate result of the aforesaid acts of and/or omissions by the Defendants, Ingesting Plaintiffs and Decedents, have:

(a) Suffered severe and permanent injuries, which they will be forced to endure for the remainder of their lives;

(b) Suffered physical impairment and disfigurement; and

(c) Suffered physical pain and suffering;

(d) Suffered mental pain and suffering; and

(e) Suffered from loss of enjoyment of life; and

(f) Incurred and will continue to incur various sums of money for past, present and future medical expenses associated with monitoring and treating Ingesting Plaintiffs and Decedents' injuries; and

(g) Incurred attorney's fees and expenses of litigation related to this action.

426. Defendants' actions were intentional, willful, wanton, oppressive, malicious, and reckless, evidencing such an entire want of care as to raise the presumption of a conscious indifference to the consequences and acted only out of self interest and personal gain and evidenced a specific intent to cause harm to Ingesting Plaintiffs and Decedents.

427. Ingesting Plaintiffs and Decedents' serious and permanent injuries came about as a foreseeable and proximate result of the Defendants' dissemination of inaccurate, misleading, materially incomplete, false, and otherwise inadequate information concerning the effects of exposure and ingestion of Plavix to the medical community, physicians, Ingesting Plaintiffs' physician, Ingesting Plaintiffs and Decedents and other foreseeable users of Plavix.

428. Ingesting Plaintiffs and Decedents have experienced and will continue to experience medical and related expenses, loss of ability to provide household services, disfigurement, disability, pain and suffering, psychological injury and other injuries and damages due to the injuries suffered caused by the ingestion of Defendants' Plavix drug products.

EQUITABLE TOLLING OF APPLICABLE STATUTES OF LIMITATIONS

429. Ingesting Plaintiffs and Decedents incorporate by reference paragraphs 1 through 428 above, as if fully set forth.

430. The running of any statute of limitations has been tolled by reason of Defendants' fraudulent concealment. Defendants, through failing to disclose the truth about the safety and efficacy of Plavix, to Ingesting Plaintiffs' physicians and/or Ingesting Plaintiffs and Decedents, and misrepresenting Plavix as safe and efficacious for its intended use, actively concealed from said individuals the true risks associated with the use of Plavix drug products.

431. Ingesting Plaintiffs and Decedents had no knowledge that Defendants were engaged in the wrongdoing alleged herein. Because of the fraudulent acts of concealment of wrongdoing by the Defendants, the Ingesting Plaintiffs and Decedents could not have reasonably discovered the wrongdoing at any time prior to the commencement of this action.

432. Ingesting Plaintiffs and Decedents, nor Ingesting Plaintiffs' physicians, could have possibly determined the nature, extent and identity of related health risks associated with Plavix. Ingesting Plaintiffs' and Decedents and their physicians

reasonably relied on Defendants' to disseminate truthful and accurate safety and efficacy information about its drug and warn of the side effects complained of herein.

433. Furthermore, Defendants are estopped from relying on any statute of limitations because of their fraudulent concealment of the defective nature of Plavix. Defendants were under a duty to disclose the true character, quality, and nature of Plavix because this was non-public information over which the Defendants have, and continue to have, exclusive control, and because Defendants knew this information was not available to the Ingesting Plaintiffs and Decedents or their physicians. In addition, the Defendants are estopped from relying on any statute of limitations because of their concealment of these facts.

WHEREFORE, Ingesting Plaintiffs, Spouse Plaintiffs, Decedents and Administrators pray for judgment against Defendants, jointly and severally, in an amount, which will compensate the Ingesting Plaintiffs and Decedents for their injuries.

WRONGFUL CONDUCT

COUNT I
STRICT PRODUCTS LIABILITY

434. Ingesting Plaintiffs and Decedents incorporate by reference paragraphs 1 through 433 above, as if fully set forth.

435. At all relevant times, the Defendants were engaged in the business of manufacturing, designing, testing, marketing, promoting, distributing, and/or selling Plavix.

436. Plavix is defective and unreasonably dangerous to consumers.

437. At all times mentioned in this Complaint, Plavix was defective and/or unreasonably dangerous to Ingesting Plaintiffs and Decedents, and other foreseeable users at the time it left the control of the Defendants.

438. Plavix is defective in its design and/or formulation in that when it left the hands of the Defendants, its foreseeable risks exceeded the benefits associated with its design and formulation and/or it was more dangerous than an ordinary consumer would expect.

439. The foreseeable risks associated with the design and/or formulation of Plavix, include, but are not limited to, the fact that the design and/or formulation of Plavix is more dangerous than a reasonably prudent consumer would expect when used in an intended and reasonably foreseeable manner.

440. At all times material to this action, Plavix was expected to reach, and did reach consumers in the State of Illinois and throughout the United States, including the Ingesting Plaintiffs and Decedents, without substantial change in the condition in which it was sold.

441. Defendants, developed, marketed and distributed Plavix drug products to the general public even after learning of the design and manufacturing defects that threatened the intended use of Plavix.

442. Defendants knew or should have known through testing, adverse event reporting, or otherwise, that Plavix created a high risk of bodily injury and serious harm.

443. The dangerous propensities of Plavix drug products were known or scientifically knowable, through appropriate research and testing, to the Defendants at the

time said Defendants distributed, supplied, or sold Plavix, and not known to ordinary physicians who would be expected to prescribe Plavix for their patients.

444. Plavix drug products, as distributed, were defective and unreasonably dangerous inasmuch as Plavix was not accompanied by warnings and instructions that were appropriate and adequate to render Plavix reasonably safe for their ordinary, intended, and reasonably foreseeable uses, in particular the common, foreseeable, and intended use of Plavix.

445. In order to advance Defendants' own pecuniary interests, Defendants intentionally proceeded with the manufacturing, the sale and distribution, and marketing of Plavix drug products with knowledge that consumers would be exposed to serious danger.

446. At all times material to this action, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a "defective" and "unreasonably dangerous" condition, at the time it was placed in the stream of commerce in ways that include, but are not limited to one or more of the particulars:

(a) At the time Plavix left the control of the Defendants, Plavix was defective and unreasonably dangerous due to a failure to contain adequate warnings or instructions, or, in the alternative, because it was designed in a defective manner, or, in the alternative, because Plavix breached an express warranty or failed to conform to other expressed factual representations upon which Ingesting Plaintiffs and Decedents' physicians justifiably relied, or because it breached an implied warranty, all of which proximately caused the damages for which Ingesting Plaintiffs and Decedents seek recovery herein.

(b) Plavix drug products were not reasonably safe as designed, taking into account the foreseeable risks involved in its use at the time Plavix left the possession of the Defendants, and that such risks clearly outweighed the utility of Plavix therapy or its therapeutic benefits, and subjected Ingesting Plaintiffs and Decedents to the risk of suffering avoidable heart attacks, strokes, blood disorders,

abnormal bleeding and even death in an unacceptably high number of its users;

(c) At the time Plavix left the control of the Defendants, Plavix possessed a dangerous characteristic that may cause damage and it was not reasonably safe due to inadequate or defective warnings or instructions that were known or reasonably scientifically knowable at the time Plavix left the possession of the Defendants. Specifically, although the Defendants were well aware that Plavix products could potentially cause severe side effects.

(d) The Defendants' warnings or instructions were not of a nature that a reasonably prudent drug company in the same or similar circumstances would have provided with respect to the danger. There were no warnings or instructions that communicate sufficient information on the dangers and safe use of Plavix taking into account the characteristics of the Plavix, and/or the ordinary knowledge common to the physician who prescribes and the consumer who purchases Plavix, such as the Ingesting Plaintiffs and Decedents.

(e) Plavix manufactured and supplied by the Defendants were further defective due to inadequate post-marketing warning or instruction because, after the Defendants knew or should have known of the risks of injury from Plavix drug products associated with the use as commonly prescribed, Defendants failed to promptly respond to and adequately warn about the risks of suffering avoidable heart attacks, strokes, blood disorders, abnormal bleeding and death associated with the use of Plavix.

(f) When placed in the stream of commerce of commerce, Plavix was defective in design and formulation, making the use of Plavix more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other similar drugs on the market including Aspirin;

(g) Plavix was insufficiently tested.

447. The Defendants knew, or in light of reasonably available scientific knowledge should have known, about the danger that caused the injuries for which Ingesting Plaintiffs and Decedents seek recovery.

448. The Defendants knew or in light of reasonably available scientific knowledge should have known about the danger associated with use of Plavix that caused the damages for which Ingesting Plaintiffs and Decedents seek recovery.

449. The reasonably foreseeable use of Plavix involved substantial dangers not readily recognizable by the ordinary physician who prescribed Plavix or the patient, including Ingesting Plaintiffs and Decedents, who consumed Plavix drug products.

450. The Defendants knew that Plavix drug products were to be prescribed by physicians and used by consumers without inspection for defects in the product or in any of its components or ingredients and that Plavix were not properly prepared nor accompanied by adequate warnings of the dangerous propensities that were known or reasonably scientifically knowable at the time of distribution.

451. Ingesting Plaintiffs and Decedents and their physicians did not know, nor had reason to know, at the time of the use of Defendants' Plavix drug products, or at any time prior to its use, of the existence of the above-described defects and inadequate warnings.

452. The above defects caused serious injuries to Ingesting Plaintiffs and Decedents when Plavix was used in its intended and foreseeable manner, and in the manner recommended by the Defendants and/or in a non-intended manner that was reasonably foreseeable.

453. In addition, at the time that Plavix left the control of the Defendants, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of Ingesting Plaintiffs' and Decedents' injuries without impairing the reasonably anticipated or intended function of Plavix. These safer designs

were economically and technologically feasible and would have prevented or significantly reduced the risk of Ingesting Plaintiffs' and Decedents' injuries without substantially impairing Plavix's utility.

454. As a direct and proximate result of the wrongful acts of the Defendants, Ingesting Plaintiffs and Decedents suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Ingesting Plaintiffs and Decedents' earnings capacity; incurred and will continue to incur expenses for medical treatment of Ingesting Plaintiffs and Decedents' injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

455. For the above reasons, the Defendants are strictly liable under Illinois product liability law without regard to proof of negligence or gross negligence.

WHEREFORE, Ingesting Plaintiffs, Decedents and Administrators pray for judgment against Defendants, jointly and severally, in an amount, which will compensate the Ingesting Plaintiffs and Decedents for their injuries and which will deter the Defendants and others from like conduct.

COUNT II
MANUFACTURING DEFECT

456. Ingesting Plaintiffs and Decedents incorporate by reference paragraphs 1 through 455 above, as if fully set forth.

457. At all times material to this action, Defendants were engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling and/or selling Plavix.

458. At all times material to this action, Plavix was expected to reach, and did reach consumers in the State of Illinois and throughout the United States, including the Ingesting Plaintiffs and Decedents, without substantial change in the condition from which it was sold.

459. At all times material to this action, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a defective and unreasonably dangerous condition at the time it was placed in the stream of commerce in ways that include, but are not limited to, one or more of the following particulars posing a serious risk of injury and death.

a. When placed in the stream of commerce, Plavix contained manufacturing defects that rendered the product unreasonably dangerous;

b. Plavix's manufacturing defects occurred while the product was in the possession and control of the Defendants;

c. Plavix was not made in accordance with the Defendants' product specifications or performance standards; and,

d. Plavix's manufacturing defects existed before it left the control of the Defendants.

460. As a direct and proximate result of the wrongful acts of the Defendants, Ingesting Plaintiffs and Decedents suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Ingesting Plaintiffs and Decedents' earnings capacity; incurred and will

continue to incur expenses for medical treatment of Ingesting Plaintiffs and Decedents' injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

461. For the above reasons, the Defendants are strictly liable under Illinois product liability law without regard to proof of negligence or gross negligence.

WHEREFORE, Ingesting Plaintiffs, Decedents and Administrators pray for judgment against Defendants, jointly and severally, in an amount, which will compensate the Ingesting Plaintiffs and Decedents for their injuries and which will deter the Defendants and others from like conduct.

COUNT III
FAILURE TO WARN

462. Ingesting Plaintiffs and Decedents incorporate by reference paragraphs 1 through 461 above, as if fully set forth.

463. Plavix was defective and unreasonably dangerous when it left the possession of the Defendants in that it contained warnings insufficient to alert consumers, including the Ingesting Plaintiffs and Decedents and/or their health care providers, of the dangerous risks and reactions associated with Plavix, including but not limited to its propensity to cause avoidable strokes, heart attacks, abnormal bleeding, and other serious injuries and side effects despite the Defendants' knowledge of the increased risk of these injuries over similar drugs such as aspirin.

464. Plavix was defective due to inadequate post-marketing warnings or instruction because after Defendants knew or should have known of the risk and danger of serious bodily harm and/or death from the use of Plavix, Defendants failed to provide an

adequate warning to consumers and/or their health care providers of the product, knowing the product could cause serious injury and/or death.

465. Ingesting Plaintiffs and Decedents were prescribed and used Plavix for its intended purpose.

466. Ingesting Plaintiffs and Decedents could not have known about the dangers and hazards presented by Plavix.

467. The warnings that were given by the Defendants were not accurate, clear, complete and/or were ambiguous.

468. The warnings that were given by the Defendants failed to properly warn physicians of the increased risks of stroke, heart attack, bleeding and other serious injuries and side effects, and failed to instruct physicians to test and monitor for the presence of the injuries for which Ingesting Plaintiffs and Decedents and others had been placed at risk.

469. The warnings that were given by the Defendants failed to properly warn consumers of the increased risk of stroke, heart attack, bleeding, and other serious injuries and side effects.

470. The Ingesting Plaintiffs and Decedents, individually and through their prescribing physicians, reasonably relied upon the skill, superior knowledge, and judgment of the Defendants. The Defendants had a continuing duty to warn the Ingesting Plaintiffs and Decedents of the dangers associated with Plavix. Had the Ingesting Plaintiffs and Decedents received adequate warnings regarding the risks of Plavix, they would not have used Plavix.

471. As a direct and proximate result of Plavix's defective and inappropriate warnings, the Ingesting Plaintiffs and Decedents suffered severe physical injuries and damages as described above.

472. As a direct and proximate result of the wrongful acts of the Defendants, Ingesting Plaintiffs and Decedents suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Ingesting Plaintiffs and Decedents' earnings capacity; incurred and will continue to incur expenses for medical treatment of Ingesting Plaintiffs and Decedents' injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

473. For the above reasons, the Defendants are strictly liable under Illinois product liability law without regard to proof of negligence or gross negligence.

WHEREFORE, Ingesting Plaintiffs, Decedents and Administrators pray for judgment against Defendants, jointly and severally, in an amount, which will compensate the Ingesting Plaintiffs and Decedents for their injuries and which will deter the Defendants and others from like conduct.

COUNT IV
NEGLIGENCE

474. Ingesting Plaintiffs and Decedents incorporate by reference paragraphs 1 through 473 above, as if fully set forth.

475. Defendants had a duty to exercise the care of an expert in all aspects of the formulation, manufacture, compounding, testing, inspection, packaging, labeling,

distribution, marketing, and sale of Plavix to ensure the safety of Plavix and to ensure that the consuming public, including the Ingesting Plaintiffs and Decedents and Plaintiffs' physicians and agents, obtained accurate information and instructions for the use of Plavix.

476. Defendants owed a duty toward foreseeable users of Plavix drug products to exercise reasonable care to ensure that Plavix drugs were reasonably safe for ordinary and intended uses, and specifically, *inter alia*, to ensure through adequate testing, labeling, and otherwise, that physicians who would be likely to prescribe the products for their patients' use were adequately informed as to the potential effects of using the products in ordinary and foreseeable ways, in particular the risks of increased heart attack or stroke, blood disorders and excessive bleeding described above.

477. Defendants failed to exercise reasonable care in testing Plavix for side effects in ordinary and foreseeable users; and failed to disseminate to physicians accurate and truthful information concerning the effects of Plavix; thus, physicians were not able to make informed choices concerning the use of Plavix drug products.

478. Defendants failed to exercise ordinary care in the manufacture, sale, testing, marketing, quality, assurance, quality control and/or distribution of Plavix into the stream of commerce in that Defendants knew or should have known that Plavix drug products created a foreseeable high risk of unreasonable, dangerous side effects and health hazards.

479. The dangerous propensities of Plavix drug products as referenced above, were known or scientifically knowable, through appropriate research and testing, to the Defendants at the time it distributed, supplied, or sold the products, and not known to ordinary physicians who would be expected to prescribe Plavix for Ingesting Plaintiffs and Decedents, and other patients, similarly situated.

480. The information Defendants disseminated to physicians concerning Plavix drug products was, in fact, inaccurate, misleading, and otherwise inadequate, as described above.

481. As a proximate result, Ingesting Plaintiffs and Decedents suffered grievous bodily injuries and consequent economic and other losses when they ingested Plavix.

482. The Defendants were negligent, and breached their duties of reasonable care to Ingesting Plaintiffs and Decedents with respect to Plavix drug products in one or more of the following respects:

(a) Despite knowledge of hazards and knowledge that the product was frequently prescribed for the use, Defendants failed to accompany the product with adequate warnings and instructions regarding the adverse and long lasting side effects associated with the use of Plavix;

(b) Defendants failed to conduct adequate testing; and

(c) Despite knowledge of hazards, Defendants failed to conduct adequate post-marketing surveillance to determine the safety of the product; and

(d) Despite knowledge of hazards, Defendants failed to adequately warn Ingesting Plaintiffs and Decedents' physicians or Ingesting Plaintiffs and Decedents that the use of Plavix drug products could result in severe side effects as described above;

(e) Despite the fact that the Defendants knew or should have known that their Plavix drug products caused unreasonably dangerous side effects, Defendants failed to adequately disclose the known or knowable risks associated with Plavix as set forth above; Defendants willfully and deliberately failed to adequately disclose these risks, and in doing so, acted with a conscious disregard of Ingesting Plaintiffs and Decedents safety and/or welfare;

(f) Defendants failed to design, develop, implement, administer, supervise and monitor its clinical trials for Plavix;

(g) Defendants, in its promotion of Plavix, were overly aggressive and deceitful, and promoted Plavix in a fraudulent manner, despite evidence known to Defendants that Plavix was dangerous.

483. As a direct and proximate result of the wrongful acts of the Defendants, Ingesting Plaintiffs and Decedents developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Ingesting Plaintiffs and Decedents' earnings capacity; incurred and will continue to incur expenses for medical treatment of Ingesting Plaintiffs and Decedents' injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

484. The negligence, carelessness, and the willful and wanton misconduct of the Defendants was a proximate cause of Ingesting Plaintiffs and Decedents' harms and injuries that Ingesting Plaintiffs and Decedents suffered and will continue to suffer.

485. In the alternative, Defendants' acts of omissions and concealment of material facts of the design and manufacturing defects were made with the understanding that patients and physicians would rely upon such statements when choosing Plavix drug products.

486. Furthermore, the economic damages and physical harm caused by Defendants' conduct would not have occurred had Defendants exercised the high degree of care imposed upon it and Ingesting Plaintiffs and Decedents therefore also plead the doctrine of *res ipsa loquitur*.

WHEREFORE, Ingesting Plaintiffs, Decedents and Administrators pray for judgment against Defendants, jointly and severally, in an amount, which will compensate the Ingesting Plaintiffs and Decedents for their injuries and which will deter the Defendants and others from like conduct.

COUNT V
LOSS OF CONSORTIUM

487. Spouse Plaintiffs incorporate by reference paragraphs 1 through 486 above, as if fully set forth.

488. At the time of the accident complained of in the Ingesting Plaintiff's and or Decedent's Complaint, the Ingesting Plaintiffs and or Decedents were married and that the Ingesting Plaintiffs continue to be married.

489. That as a direct and proximate result of one or more of the above-stated acts, the Spouse Plaintiffs were caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their marital relationship.

WHEREFORE, Spouse Plaintiffs, pray for judgment against Defendants, jointly and severally, in such an amount in excess of this Court's jurisdictional requisite as will fairly and adequately compensate for the losses herein alleged.

COUNT VI
WRONGFUL DEATH

490. Decedents and Administrators incorporate by reference paragraphs 1 through 489 above, as if fully set forth.

491. As a result of the acts and/or omissions of the Defendants as set forth herein, Decedents suffered serious emotional and bodily injuries resulting in death.

492. Administrators are entitled to recover damages as Decedents would have if he/she were living as a result of the acts and/or omissions of the Defendants.

WHEREFORE, Decedents and Administrators pray for judgment against Defendants, jointly and severally, in an amount, which will compensate the Decedents and Administrators for their injuries and which will deter the Defendants and others from like conduct.

PRAYER FOR RELIEF

WHEREFORE, Ingesting Plaintiffs, Decedents, Spouse Plaintiffs and Administrators pray for relief against Defendants, jointly and severally, as follows:

1. For judgment for damages sufficient to compensate for damages, including but not limited to past, present, and future economic expenditures in connection with the injuries sustained by Ingesting Plaintiffs, Decedents, Spouse Plaintiffs and Administrators as a result of ingesting Defendants' Plavix drug products;

2. For compensatory damages according to proof, including lost wages, pain, suffering and mental anguish;

3. For reasonable costs, including attorneys fees as permitted by law; and

4. For all other just and proper relief.

BY: _____

Steven Aroesty #44470
NAPOLI BERN RIPKA SHKOLNIK LLP
103 W. Vandalia Street, Suite 125
Mark Twain Plaza II

Edwardsville, IL 62025
Phone: (618) 307-4528
Fax: (312) 878-3894
E-Mail: SAroesty@NapoliBern.com
ATTORNEYS FOR PLAINTIFFS

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2420 - Served By Publication | 2421 - Served By Publication
SUMMONS | ALIAS - SUMMONS (2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, Law DIVISION

2013-007503
CALENDAR/ROOM A
TIME 00:00
Product Liability

No.

Jury Trial Demanded

Jeannette Irby, et al. (see attached)
(Name all parties)

v.

Bristol Myers Squibb Company, Sanofi-Aventis US, LLC, Sanofi-Aventis U.S., Inc., and Sanofi-Synthelabo, Inc.

◉ SUMMONS ○ ALIAS SUMMONS

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○ District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428

○ Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602

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SEAL

JUL 01 2013

WITNESS, _____

_____
Clerk of Court

Date of service: _____, _____
(To be inserted by officer on copy left with defendant or other person)

Atty. No.: 44470
Name: Steven Aroesty
Atty. for: Napoli Bern Ripka Shkolnik LLP
Address: Mark Twain Plaza II, 103 W. Vandalia Street, Suite 125
City/State/Zip: Edwardsville, IL 62025
Telephone: 618-384-8176

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(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ATTACHMENT TO SUMMONS

JEANNETTE IRBY, individually and as the proposed special administrator of CLYDE GALLION, deceased; PAUL E. ZAPPALA; MARY YARBER, individually and as the proposed special administrator of FRANKLIN B. YARBER, deceased; JAMES MONTGOMERY; JERI KLEIN; JOE L. HAILE; PATRICIA L. PAIRAN; ANNETTE WILLIAMS; LEON R. DORSEY and SHIRLEY DORSEY; GARY ARMANTROUT and NANCY K. ARMANTROUT; GAIL A. LINDBLOM and ARLAN KROHNFELT; NERLANDE ETIENNE; EUGENE R. VIGIL and JULIAINE VIGIL; WARREN ERB and DOROTHY J. ERB; DONALD R. MABES and REBECCA J. MABES; ALLAN L. STEPHENSON and ANNA STEPHENSON; MARIE M. PERRIN; STEPHEN L. WEBBER and BARBARA WEBBER; CHESTER L. BIRT and VIRGINIA M. BIRT; DENNIS MOORE, individually and as the proposed special administrator of CHARLES L. MOORE, deceased; JOY A. LONG and NOBLE YEOMAN; MARY I. BUCK; JUANITA LANDRUM, individually and as the proposed special administrator of HAROLD LANDRUM, deceased; HENRY R. MICHAUD and ANDREA S. MICHAUD; THEODORE A. BOULE and MARION BOULE; IVEN B. ROBINSON; STEVEN D. COCHRAN; WILLIAM HITE, individually and as the proposed special administrator of VIRGIE M. FLATT, deceased; CHESTER L. HOUZE and CLAUDINE W. HOUZE; SHARLA S. STONE and JAMES D. STONE; CHRISTOPHER A. SMITH; CHARLES WOODS; ROGER D. HOPKINS and DONNA J. HOPKINS; JERRY J. BASS; MICHAEL CLEVENGER and CYNTHIA CLEVENGER; CAROLINE S. ZERBE; RONALD R. MCMULLEN and CONNIE MCMULLEN; TERRY C. KELLER and SHEROLYN KELLER; CHARLES HENDERSON and DEBRA HENDERSON; BERNARD E. MILOWITZ and BARBARA GRINKOVICH; PHILLIP D. LIVELY and DEBRA A. LIVELY; BETTY A. SMITH and JAMES C. SMITH; ALAN M. STEARNS; NANCY RENSHAW; PEGGY JACOBS; AMANDA C. BAKER; BERNICE M. STANLEY and WILLIAM J. STANLEY; SHIRLEY M. BUGAL and ALBERT BUGAL; JERRY D. JONES; ICEL M. BARTLEY and MAX L. BARTLEY; WILLIAM HURST and SHARON HURST; GARY A. FRAKER and JACQUELYN L. FRAKER; GEORGE M. HEYSHAM and CATHY HEYSHAM; DEBORAH A. VALERI; CHARLES D. SKILLING and DEBRA SKILLING; CLARENCE A. BLEVINS and HOLLY BLEVINS; CLAUDE A. BUGBEE; PHILIP HOYT; GEORGE MAVRONIS, individually and as the proposed special administrator of IRENE MAVRONIS, deceased; LEE B. SHAW; RAIFORD L. GRIGSBY; BILLY V. LEWIS; PETER C. SERUBO; MARY LOVEDAY; THEODORE R. JORDAN and WANDA JORDAN; JOSEPH P. CONNORS; RONALD PIOTEREK, individually and as the proposed special administrator of LINDA C. PIOTEREK, deceased; ROBERT J. FENT and LORETT FENT; NICHOLAS TOSCANO and KATHERINE TOSCANO; GENEVA POOL and JIMMY R. POOL; JOSE LEDESMA and DIANA LEDESMA; LAWRENCE B. ROBINSON; BRENDA A. ARRINGTON; A. MARGO BRANDT and CHESTER BRANDT; ELIZABETH L. MOSLEY; DOMINICK J. RICCIARDI and ANN RICCIARDI; BARRY STICKER; RONALD E. NEWSOME; JUAN L. FARRAN and SANDRA FARRAN; PAMELA D. MCMANN individually and as the proposed special administrator of KENNETH R. MCMANN, deceased;

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(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, Law DIVISION

2013L007503
CALENDAR/ROOM A
TIME 00:00
Product Liability

Jeannette Irby, et al. (see attached)
(Name all parties)

v.

Bristol-Myers Squibb Company, Sanofi-Aventis US, L.L.C., Sanofi-Aventis U.S., Inc., and Sanofi-Synthelabo, Inc.

No.

Jury Trial Demanded

◉ SUMMONS ○ ALIAS SUMMONS

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SEAL

JUL 01 2013

Atty. No.: 44470
Name: Steven Aroesty
Atty. for: Napoli Bern Ripka Shkolnik LLP
Address: Mark Twain Plaza II, 103 W. Vandalia Street, Suite 125
City/State/Zip: Edwardsville, IL 62025
Telephone: 618-384-8176

WITNESS,

Clerk of Court

Date of service: ,
(To be inserted by officer on copy left with defendant or other person)

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FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ JUL 05 2011 ★
BROOKLYN OFFICE

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Marcella Chesney,
Plaintiffs,

v.

BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and SANOFI-SYNTHELABO, INC.
Defendants.

MATSUMOTO, J.

POHORELSKY, M.J.

Case No. CV 11-3246

SUMMONS ISSUED

Plaintiff, by her attorneys, **PARKER WAICHMAN ALONSO LLP,** on behalf of herself individually, upon information and belief, at all times hereinafter mentioned, alleges as follows:

JURISDICTION

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because the amount in controversy as to the Plaintiff exceeds $150,000.00, exclusive of interest and costs, and because Defendants are incorporated and have their principal places of business in states other than the state in which the named Plaintiff resides.

2. This Court has supplemental jurisdiction over the remaining common law and state claims pursuant to 28 U.S.C. § 1367.

3. Venue in this action properly lies in the Eastern District of New York as the Defendants conduct substantial business in this district.

PARTY PLAINTIFF

4. Plaintiff, MARCELLA CHESNEY, is a natural person and is a resident of the State of TENNESSEE.

5. As result of using Defendants' PLAVIX, Plaintiff MARCELLA CHESNEY, was caused to suffer bilateral subdural hematomas on or about July of 2010.

6. Plaintiff, MARCELLA CHESNEY, was prescribed PLAVIX for a cerebral-vascular accident in or about March of 2010.

7. Plaintiff, MARCELLA CHESNEY used PLAVIX in the manner in which it was prescribed to her at or about the time she suffered bilateral subdural hematomas on or about July 2010.

8. In order to treat her bilateral subdural hematomas, plaintiff, MARCELLA CHESNEY, underwent a painful operation to drain the bilateral subdural hematomas.

9. Plaintiff, MARCELLA CHESNEY, was caused to sustain severe, permanent and life threatening personal injuries, pain, suffering, emotional distress, lifelong fear of premature death and the need for continued lifelong treatment and medications.

10. The injuries and damages sustained by Plaintiff, MARCELLA CHESNEY, were caused by Defendants' PLAVIX.

PARTY DEFENDANTS

11. Defendant, Bristol-Myers Squibb Company (hereinafter referred to as "BMS") is a pharmaceutical manufacturing and marketing company that partners with Sanofi-Aventis (now Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc.) to manufacture and market PLAVIX in the United States. The headquarters for Bristol-Myers Squibb Company is located at 345 Park Avenue, New York, New York, 10145-0037.

12. Defendant, Sanofi-Aventis U.S. L.L.C. is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market PLAVIX in the United States. The American base for Sanofi-Aventis U.S. L.L.C. is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey 08807-0912.

13. Defendant, Sanofi-Aventis U.S., Inc., is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market PLAVIX in the United States. The American base for Sanofi-Aventis U.S., Inc., is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey, 08807-0912.

14. Defendant, Sanofi-Synthelabo, Inc., is a Delaware corporation with its commercial headquarters at 90 Park Avenue, New York, New York, 10016. Sanofi-Synthelabo, Inc., did business as Sanofi Pharmaceuticals, Inc., and was the sponsor for an application for PLAVIX. Sanofi-Synthelabo, Inc., is an affiliate of Sanofi-Aventis, Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc., that was instrumental in bringing PLAVIX to market.

15. The three Sanofi Defendants—Sanofi-Aventis U.S. LLC, Sanofi-Aventis U.S. Inc., and Sanofi-Synthelabo, Inc., will be collectively referred to as "Sanofi" in this complaint.

FACTUAL BACKGROUND

16. This is an action for damages suffered by Plaintiffs as a direct and proximate result of the Defendants' negligence and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling and/or sale of PLAVIX.

17. At all material times, PLAVIX was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by the Defendants.

18. The Sanofi Defendants and BMS co-developed PLAVIX, applying in April 1997, for a rare *priority regulatory review*, by the U.S. Food and Drug Administration (FDA), which cleared the way for the Defendants to bring PLAVIX to market in November of 1997.

19. The rush to obtain FDA approval of PLAVIX is indicative of Defendants' emphasis on marketing and profit making over patient safety.

20. PLAVIX was heavily marketed directly to consumers through television, magazine and Internet advertising. It was touted as a "super-aspirin," that would give a person even greater cardiovascular benefits than a much less expensive, daily aspirin while being safer and easier on a person's stomach than aspirin. Those assertions have proven to be false.

21. The truth is, that BMS and Sanofi always knew, or if they had paid attention to the findings of their own studies, should have known, that PLAVIX was not more efficacious than aspirin to prevent heart attacks and strokes. More importantly though, Defendants knew or should have known that when taking PLAVIX, the risk of suffering a heart attack, stroke, internal bleeding, blood disorder, or death far outweigh any potential benefit.

22. Still, BMS and Sanofi continued to exaggerate the results of their own studies and made false statements in their advertising and promotional materials for the purpose of increasing their profits from PLAVIX sales.

23. The profit at stake for the Defendants is enormous. By way of illustration, in 2005, PLAVIX, was the sixth top selling drug in the United States and the Defendants enjoy annual sales of PLAVIX totaling $3,800,000,000.00 (3.8 billion dollars).

24. BMS and Sanofi Defendants repeatedly thwarted the law and their duty to tell the public the truth about PLAVIX they were over-promoting for profit. The FDA issued numerous letters insisting these Defendants stop their misleading, over-promotional practices.

25. As examples, in 1998, the FDA requested the Defendants stop promoting PLAVIX for off-label use in patients receiving arterial stents. In the same reprimand, the FDA noted that not only were the Defendants' marketing PLAVIX to physicians for a treatment for which it had not been approved, but also were recommending that a non-FDA approved dosage nearly four (4) times that of other applications be given.

26. That same FDA warning criticized the Defendants' attempts at over-promotion of PLAVIX for unapproved use for lacking fair balance and failing to disclose any of the risks associated with its use. In particular, the FDA criticized that the Defendants were claiming to physicians, in their promotional letter, that PLAVIX was safe for use with other drugs. This, said the FDA, was overstating the safety profile of PLAVIX. In particular, its safety when combined with aspirin (known as "dual therapy") had not been established, yet Defendants were making a claim that the dual combination therapy of aspirin plus PLAVIX was safe. This claim has now been proven to be untrue in a recent study called CHARISMA (the Clopidogrel for High Atherothrombotic Risk and Ischemic Stabilization, Management and Avoidance Trial), which was reported in *The New England Journal of Medicine*, April 20, 2006.

27. Again in 1998, the FDA issued a letter demanding the Defendants immediately cease distribution of advertising materials that claimed that PLAVIX has been proven to be more effective than aspirin. The FDA criticized this marketing ploy as an overstatement of efficacy that is lacking in fair balance and unsubstantiated.

28. Undaunted, the Defendants were back in the business of hiding bad facts about their drug and fabricating more favorable information so they could sell large quantities of PLAVIX and make giant corporate profits. In 2001, the FDA was again forced to order Defendants to immediately cease distribution of promotional materials that made unsubstantiated claims about PLAVIX and was misleading. Specifically, the Defendants' promotional materials mislead consumers about their own study, called CAPRIE (Clopidogrel versus Aspirin in Patients at Rick of Ischemic Events). While the Defendants' trumped-up promotional material claimed that PLAVIX was 19.2% better than aspirin, the actual findings of the CAPRIE study were that PLAVIX was not proven to be significantly more effective than aspirin-providing a 2.9% reduction in ischemic events versus a 3.47% reduction of ischemic events for the study participants who had been given

aspirin. Defendants again claimed that the use of PLAVIX combined with aspirin was safe and effective, and again, the FDA forced Defendants to stop saying that because it had not been proven to be true.

29. In addition to misinforming physicians and the public through their advertising to consumers and promotional materials for doctors, Defendants' drug representatives have also misinformed physicians about the proper types of patients who should be given PLAVIX, the duration of its proper usage, and the applications for which it is safe and FDA approved.

30. Defendants, through, their drug representatives, and their promotional efforts, have encouraged physicians to prescribe PLAVIX to a broad population of people who would receive the same therapeutic benefit from aspirin alone, (without risking death) and to use PLAVIX for unapproved applications.

31. The result is that physicians are prescribing PLAVIX to people who could be cheaply and effectively protected against ischemic events by a simple aspirin, to pay approximately four dollars ($4.00) a day for a dose of PLAVIX.

32. Defendants' nearly eight-year run of lying to physicians and to the public about the safety and efficacy of PLAVIX for the sole purpose of increasing corporate profits has now been uncovered by scientific studies that reveal that not only is PLAVIX not worth its high price—it is dangerous.

33. The Chan study, written about in *The New England Journal of Medicine*, and named for the scientific researcher who conducted it, showed the fallacy of Defendants' assertion that PLAVIX is safer and more effective for patients who have a gastrointestinal intolerance to aspirin. The Chan study compared the effects of Aspirin and PLAVIX on patients who had previously had stomach ulcers that had healed. In that group, the incidence of recurring stomach bleeding was 8.6% in the PLAVIX group versus only .7% in the aspirin group. Dr. Chan recommended that the

prescribing guidelines for PLAVIX be changed so that the patients would not erroneously believe that PLAVIX is safer on the stomach than aspirin.

34. The Chan study also uncovered the fact that an aspirin a day plus esomeprazole (the generic name for a cheap, over the counter proton pump inhibitor like Prilosec) is far more cost effective for the consumer than paying for a four-dollar ($4.00) a day PLAVIX pill that greatly increases the risk of stomach bleeding.

35. Most recently, the CHARISMA trial uncovered another truth about PLAVIX. It found that PLAVIX plus aspirin (dual therapy) is only minimally more effective than aspirin plus placebo at preventing atherothrombotic events. But more importantly, it found that in patients who do not have peripheral arterial disease (PAD) or acute coronary syndrome (ACS), PLAVIX plus aspirin (dual therapy) poses a 20% increased risk to the patient of suffering bleeding injuries, heart attacks, stroke and death. In other words, in those patients without ACS or PAD, dual therapy with aspirin and PLAVIX does more harm than good.

36. Despite the growing body of scientific knowledge that the four-dollar ($4.00) PLAVIX pill was not much better than a four-cent-a-day aspirin, Defendants kept promoting it to the public and to physicians, using hyperbole and outright falsification in the process.

37. Plaintiff, MARCELLA CHESNEY, was prescribed PLAVIX on or about March of 2010 and continued on PLAVIX until July of 2010. On or about July of 2010, MARCELLA CHESNEY suffered a bilateral subdural hematomas, requiring bilateral burholes for evacuation of subdural and hospitalization all resulting from her ingestion of PLAVIX.

38. The label for PLAVIX drug products, known as the "Package Insert" was developed by the Defendants and accompanied all PLAVIX prescription drug products and/or samples and was published in the Physician's Desk Reference.

39. Drug labeling is to include accurate information concerning a drug's active and inactive ingredients, clinical pharmacology, indications, usage, efficacy, contraindications, warnings, precautions and side effects.

40. Defendants failed to fully, truthfully and accurately communicate the safety and efficacy of PLAVIX drug products and intentionally and fraudulently mislead the medical community, physicians, Plaintiffs' physicians and Plaintiffs about the risks associated with PLAVIX.

41. Defendants fraudulently and aggressively promoted PLAVIX drug products to physicians for use in patients, such as the Plaintiff, through medical journal advertisements, use of mass mailings, and direct communications, as well as other promotional materials including package inserts, physician desk reference, monographs and patient brochures, leaflets and hand outs as these materials downplayed the significance of the adverse effects of PLAVIX.

42. At all relevant times hereto, Defendants did not investigate the accuracy of the PLAVIX drug product labeling.

43. Defendants were negligent in failing to report published articles and overwhelming scientific evidence of the true effects described above to the FDA, healthcare providers and patients, including Plaintiffs.

44. Defendants were required to report literature, papers; and, to undertake action to reflect truthful and accurate information in its labeling and promotional materials and failed to do so.

45. Defendants are under a duty to ensure that their PLAVIX drug product labels are accurate.

46. Defendants failed to ensure its PLAVIX warnings to the medical community were accurate and adequate and breached this duty.

47. Defendants have a duty to conduct post market safety surveillance; to review all adverse drug event information, and to report any information bearing on the risk and/or prevalence of side effects caused by PLAVIX drug products, the medical community, Plaintiff's physician, Plaintiff and other foreseeable users and failed to fulfill this duty.

48. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because it failed to conduct post market safety surveillance of PLAVIX, and failed to report any significant data regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of their PLAVIX drug products.

49. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because Defendants failed to review all adverse drug event information (ADE), and to report any information bearing upon the adequacy and/or accuracy of its warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by PLAVIX drug products to said persons and other foreseeable users.

50. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because it failed to periodically review all medical literature and failed to report significant data concerning the lack of efficacy and side effects associated with PLAVIX.

51. Defendants knew or should have known about the side effects, risks, misleading and inaccurate information contained in PLAVIX drug product labels and knowingly and intentionally withheld that information and or failed to report that information to the medical community, physicians, Plaintiffs, plaintiffs' physicians and other foreseeable users.

52. At all times material hereto, Defendants were aware of the serious side effects described herein which were caused by PLAVIX drug products and failed to fulfill the obligation to report and divulge said side effects, and in doing so, mislead the medical community, physicians,

Plaintiff's physicians, Plaintiff and other foreseeable users about the safety and efficacy of PLAVIX drug products.

53. At all times material hereto, Defendants knew or should have known that physicians and plaintiffs were unaware of or did not fully appreciate the seriousness of the risks associated with use of PLAVIX drug products and the lack of benefit of the drug.

54. At the time Defendants made the above-described representations, Plaintiff and Plaintiff's physicians were ignorant of the falsity of the representations and reasonably believed them to be true.

55. Plaintiff's serious and permanent injuries, as described above, came about as a foreseeable and proximate result of Defendants' failure to correct false and misleading information it disseminated to physicians, which contained inaccurate, misleading, materially incomplete, false and otherwise inadequate information concerning the efficacy, safety and potential side effects of PLAVIX.

56. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice and the Plaintiff is therefore entitled to punitive damages to deter Defendants and others from engaging in similar conduct in the future.

57. As a proximate result of the fraud and deceit of Defendants, Plaintiff, MARCELLA CHESNEY, sustained the injuries and damages as described in this Complaint.

58. Defendants have an absolute duty to disclose the true facts regarding the safety of PLAVIX drug products to the medical community, to physicians and their patients, which they negligently and/or intentionally failed to do.

59. Defendants have a duty to ensure that they had a reasonable basis for making the representations regarding the safety; efficacy, risks and benefits of PLAVIX were accurate which it negligently and/or intentionally failed to do.

60. The Plaintiff would not have suffered the aforementioned injuries but for the above misrepresentations or omissions of Defendants.

61. Defendants' misrepresentations or omissions were a cause in fact and a proximate cause of Plaintiff's damages.

62. A reasonably competent physician who prescribed PLAVIX and a reasonably competent Plaintiff who consumed PLAVIX would not realize its dangerous condition.

63. The reasonably foreseeable use of PLAVIX drug products involved substantial dangers not readily recognizable by Plaintiff's physicians, who acted as ordinary, reasonable and prudent physicians would, when prescribing PLAVIX to ordinary, reasonable and prudent patients, like the Plaintiff.

64. As a direct and proximate result of the aforesaid acts of and/or omissions by the Defendants, Plaintiff, has:

(a) Suffered severe and permanent injuries, which she will be forced to endure for the remainder of her life;

(b) Suffered physical impairment and disfigurement;

(c) Suffered physical pain and suffering;

(d) Suffered mental pain and suffering;

(e) Suffered from loss of enjoyment of life;

(f) Incurred and will continue to incur various sums of money for past, present and future medical expenses associated with monitoring and treating Plaintiffs injuries; and

(g) Incurred attorney's fees and expenses of litigation related to this action.

65. Defendants' actions were intentional, willful, wanton, oppressive, malicious, and reckless, evidencing such an entire want of care as to raise the presumption of a conscious indifference to the consequences and acted only out of self interest and personal gain and evidenced a specific intent to cause harm to the Plaintiff.

66. Plaintiff's serious and permanent injuries, came about as a foreseeable and proximate result of the Defendants' dissemination of inaccurate, misleading, materially incomplete, false, and otherwise inadequate information concerning the effects of exposure and ingestion of PLAVIX to the medical community, physicians, Plaintiff's physician, Plaintiff and other foreseeable users of PLAVIX.

67. Plaintiff has experienced and will continue to experience medical and related expenses, loss of ability to provide household services, disfigurement, disability, pain and suffering, psychological injury and other injuries and damages due to the injuries suffered caused by the ingestion of Defendants' PLAVIX drug products.

FEDERAL REQUIREMENTS

68. Defendants had an obligation to comply with the law in the manufacture, design, and sale of PLAVIX.

69. Upon information and belief, Defendants violated the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §301, *et seq.*

70. With respect to the prescription drug PLAVIX, the Defendants, upon information and belief, has or may have failed to comply with all federal standards applicable to the sale of prescription drugs including, but not limited to, one or more of the following violations:

a. The prescription drug PLAVIX is adulterated pursuant to 21 U.S.C. § 351 because, among other things, it fails to meet established performance standards, and/or the methods, facilities, or controls used for its manufacture, packing, storage or installation is not in conformity with federal requirements. See, 21 U.S.C. § 351.

b. The prescription drug PLAVIX is adulterated pursuant to 21 U.S.C. § 351 because, among other things, its strength differs from or its quality or purity falls

below the standard set forth in the official compendium for PLAVIX and such deviations are not plainly stated on their labels.

c. The prescription drug PLAVIX is misbranded pursuant to 21 U.S.C. §352 because, among other things, its labeling is false or misleading.

d. The prescription drug PLAVIX is misbranded pursuant to 21 U.S.C. §352 because words, statements, or other information required by or under authority of chapter 21 U.S.C. § 352 are not prominently placed thereon with such conspicuousness and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use.

e. The prescription drug PLAVIX is misbranded pursuant to 21 U.S.C. §352 because the labeling does not bear adequate directions for use, and/or the labeling does not bear adequate warnings against use where its use may be dangerous to health or against unsafe dosage or methods or duration of administration or application, in such manner and form as are necessary for the protection of users.

f. The prescription drug PLAVIX is misbranded pursuant to 21 U.S.C. §352 because it's dangerous to health when used in the dosage or manner, or with the frequency or duration prescribed, recommended, or suggested in the labeling thereof.

g. The prescription drug PLAVIX does not contain adequate directions for use pursuant to 21 CFR § 201.5, because, among other reasons, of omission, in whole or in part, or incorrect specification of (a) statements of all conditions, purposes, or uses for which it is intended, including conditions, purposes, or

uses for which it is prescribed, recommended or suggested in their oral, written, printed, or graphic advertising, and conditions, purposes, or uses for which the drugs are commonly used, (b) quantity of dose, including usual quantities for each of the uses for which it is intended and usual quantities for persons of different ages and different physical conditions, (c) frequency of administration or application, (d) duration or administration or application, and/or (d) route or method of administration or application.

h. The Defendants violated 21 CFR § 201.56 because the labeling was not informative and accurate.

i. The prescription drug PLAVIX is misbranded pursuant to 21 CFR § 201.56 because the labeling was not updated as new information became available that caused the labeling to become inaccurate, false, or misleading.

j. The Defendants violated 21 CFR § 201.57 by failing to provide information that is important to the safe and effective use of the drug including the potential of PLAVIX cause and the need for regular and/or consistent monitoring to ensure that a potential heart attack, stroke, blood disorder, and/or abnormal bleeding and has not developed.

k. The Defendants violated 21 CFR § 201.57 because they failed to identify specific tests needed for selection or monitoring of patients who took the prescription drug PLAVIX.

l. The Defendants violated 21 CFR § 201.57 because the safety considerations regarding the prescription drug PLAVIX are such that the drug should be reserved for certain situations, and the Defendants failed to state such information.

m. The prescription drug PLAVIX is mislabeled pursuant to 21 CFR § 201.57 because the labeling fails to describe serious adverse reactions and potential safety hazards, limitations in use imposed by it, and steps that should be taken if they occur.

n. The prescription drug PLAVIX is mislabeled pursuant to 21 CFR § 201.57 because the labeling was not revised to include a warning as soon as there was reasonable evidence of an association of a serious hazard with the drug.

o. The Defendants violated 21 CFR § 201.57 because the labeling failed to list the adverse reactions that occur with the prescription drug PLAVIX and other drugs in the same pharmacologically active and chemically related class.

p. The Defendants violated 21 CFR § 201.57 because the possibility that a patient could develop heart attacks, strokes, blood disorders, abnormal bleeding and even death in an unacceptably high number of its users; and yet the Defendants failed to list those developments before the other adverse reactions on the labeling of the prescription drug PLAVIX.

q. The prescription drug PLAVIX is mislabeled pursuant to 21 CFR § 201.57 because the labeling does not state the recommended usual dose, the usual dosage range, and, if appropriate, an upper limit beyond which safety and effectiveness have not been established.

r. The prescription drug PLAVIX violates 21 CFR § 210.1 because the process by which it was manufactured, processed, and/or held fails to meet the minimum current good manufacturing practice of methods to be used in, and the facilities and controls to be used for, the manufacture, packing, or holding of a drug to assure that it meets the requirements as to safety and have the identity and

strength and meets the quality and purity characteristic that they purport or are represented to possess.

s. The prescription drug PLAVIX violates 21 CFR § 210.122 because the labeling and packaging materials do not meet the appropriate specifications.

t. The prescription drug PLAVIX violates 21 CFR § 211.165 because the test methods employed by the Defendants are not accurate, sensitive, specific, and/or reproducible and/or such accuracy, sensitivity, specificity, and/or reproducibility of test methods have not been properly established and documented.

u. The prescription drug PLAVIX violates 21 CFR § 211.165 in that the prescription drug PLAVIX fails to meet established standards or specifications and any other relevant quality control criteria.

v. The prescription drug PLAVIX violates 21 CFR § 211.198 because the written procedures describing the handling of all written and oral complaints regarding the prescription drug PLAVIX were not followed.

w. The prescription drug PLAVIX violates 21 CFR § 310.303 in that the prescription drug PLAVIX is not safe and effective for its intended use.

x. The Defendants violated 21 CFR § 310.303 because the Defendants failed to establish and maintain records and make reports related to clinical experience or other data or information necessary to make or facilitate a determination of whether there are or may be grounds for suspending or withdrawing approval of the application to the FDA.

y. The Defendants violated 21 CFR §§310.305 and 314.80 by failing to report adverse events associated with the prescription drug PLAVIX as soon as

possible or at least within 15 days of the initial receipt by the Defendants of the adverse drugs experience.

z. The Defendants violated 21 CFR §§310.305 and 314.80 by failing to conduct an investigation of each adverse event associated with the prescription drug PLAVIX, and evaluating the cause of the adverse event.

aa. The Defendants violated 21 CFR §§ 310.305 and 314.80 by failing to promptly investigate all serious, unexpected adverse drug experiences and submit follow-up reports within the prescribed 15 calendar days of receipt of new information or as requested by the FDA.

bb. The Defendants violated 21 CFR §§ 310.305 and 314.80 by failing to keep records of the unsuccessful steps taken to seek additional information regarding serious, unexpected adverse drug experiences.

cc. The Defendants violated 21 CFR §§ 310.305 and 314.80 by failing to identify the reports they submitted properly, such as by labeling them as "15-day Alert report," or "15-day Alert report followup."

dd. The Defendants violated 21 CFR § 312.32 because they failed to review all information relevant to the safety of the prescription drug PLAVIX or otherwise received by the Defendants from sources, foreign or domestic, including information derived from any clinical or epidemiological investigations, animal investigations, commercial marketing experience, reports in the scientific literature, and unpublished scientific papers, as well as reports from foreign regulatory authorities that have not already been previously reported to the agency by the sponsor.

ee. The Defendants violated 21 CFR § 314.80 by failing to provide periodic reports to the FDA containing (a) a narrative summary and analysis of the information in the report and an analysis of the 15-day Alert reports submitted during the reporting interval, (b) an Adverse Reaction Report for each adverse drug experience not already reported under the Post marketing 15-day Alert report, and/or (c) a history of actions taken since the last report because of adverse drug experiences (for example, labeling changes or studies initiated).

ff. The Defendants violated 21 CFR § 314.80 by failing to submit a copy of the published article from scientific or medical journals along with one or more 15-day Alert reports based on information from the scientific literature.

71. Defendants failed to meet the standard of care set by the above statutes and regulations, which were intended for the benefit of individual consumers such as the Plaintiff, making the Defendants negligent *per se*.

FIRST CAUSE OF ACTION
AGAINST THE DEFENDANTS
NEGLIGENCE

72. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

73. Defendants had a duty to exercise the care of an expert in all aspects of the formulation, manufacture, compounding, testing, inspection, packaging, labeling, distribution, marketing, and sale of PLAVIX to ensure the safety of PLAVIX and to ensure that the consuming public, including the Plaintiff and Plaintiff's physicians and agents, obtained accurate information and instructions for the use of PLAVIX.

74. Defendants owed a duty toward foreseeable users of PLAVIX drug products to exercise reasonable care to ensure that PLAVIX drugs were reasonably safe for ordinary and intended uses, and specifically, *inter alia*, to ensure through adequate testing, labeling, and otherwise, that physicians who would be likely to prescribe the products for their patients' use were adequately informed as to the potential effects of using the products in ordinary and foreseeable ways, in particular the risks increased heart attack or stroke, blood disorders and excessive bleeding described above.

75. Defendants failed to exercise reasonable care in testing PLAVIX for side effects in ordinary and foreseeable users; and failed to disseminate to physicians accurate and truthful information concerning the effects of PLAVIX; thus, physicians were not able to make informed choices concerning the use of PLAVIX drug products.

76. Defendants failed to exercise ordinary care in the manufacture, sale, testing, marketing, quality, assurance, quality control and/or distribution of PLAVIX into the stream of commerce in that Defendants knew or should have known that PLAVIX drug products created a foreseeable high risk of unreasonable, dangerous side effects and health hazards.

77. The dangerous propensities of PLAVIX drug products as referenced above, were known or scientifically knowable, through appropriate research and testing, to the Defendants at the time it distributed, supplied, or sold the products, and not known to ordinary physicians who would be expected to prescribe PLAVIX for the Plaintiff and other patients, similarly situated.

78. The information Defendants disseminated to physicians concerning PLAVIX drug products was, in fact, inaccurate, misleading, and otherwise inadequate, as described above.

79. As a proximate result, the Plaintiff suffered grievous bodily injuries and consequent economic and other losses when they ingested PLAVIX.

80. The Defendants was negligent, and breached their duties of reasonable care to the Plaintiff with respect to PLAVIX drug products in one or more of the following respects:

(a) Despite knowledge of hazards and knowledge that the product was frequently prescribed for the use, Defendants failed to accompany the product with adequate warnings and instructions regarding the adverse and long lasting side effects associated with the use of PLAVIX;

(b) Defendants failed to conduct adequate testing;

(c) Despite knowledge of hazards, Defendants failed to conduct adequate post-marketing surveillance to determine the safety of the product;

(d) Despite knowledge of hazards, Defendants failed to adequately warn Plaintiff's physicians or the Plaintiff that the use of PLAVIX drug products could result in severe side effects as described above;

(e) Despite the fact that the Defendants knew or should have known that their PLAVIX drug products caused unreasonably dangerous side effects, Defendants failed to adequately disclose the known or knowable risks associated with PLAVIX as set forth above; Defendants willfully and deliberately failed to adequately disclose these risks, and in doing so, acted with a conscious disregard of the Plaintiffs safety and/or welfare;

(f) Defendants failed to design, develop, implement, administer, supervise and monitor its clinical trials for PLAVIX; and

(g) Defendants, in its promotion of PLAVIX, were overly aggressive and deceitful, and promoted PLAVIX in a fraudulent manner, despite evidence known to Defendants that PLAVIX was dangerous.

81. As a direct and proximate result of the wrongful acts of the Defendants, the Plaintiff developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

82. The negligence, carelessness, and the willful and wanton misconduct of the Defendants was a proximate cause of Plaintiff's harms and injuries that the Plaintiff suffered and will continue to suffer.

83. In the alternative, Defendants' acts of omissions and concealment of material facts of the design and manufacturing defects were made with the understanding that patients and physicians would rely upon such statements when choosing PLAVIX drug products.

84. Furthermore, the economic damages and physical harm caused by Defendants' conduct would not have occurred had Defendants exercised the high degree of care imposed upon it.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

AS AND FOR THE
SECOND CAUSE OF ACTION
AGAINST THE DEFENDANTS
(STRICT PRODUCTS LIABILITY – DEFECTIVE DESIGN)

85. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

86. At all relevant times the Defendants were engaged in the business of manufacturing, designing, testing, marketing, promoting, distributing, and/or selling PLAVIX.

87. PLAVIX is defective and unreasonably dangerous to consumers.

88. At all times mentioned in this Complaint PLAVIX was defective and/or unreasonably dangerous to Plaintiffs and other foreseeable users at the time it left the control of the Defendants.

89. PLAVIX is defective in its design or formulation in that when it left the hands of the Defendants, its foreseeable risks exceed the benefits associated with its design and formulation and/or it was more dangerous than an ordinary consumer would expect.

90. The foreseeable risks associated with the design or formulation of PLAVIX, include, but are not limited to, the fact that the design or formulation of PLAVIX is more dangerous than a reasonably prudent consumer would expect when used in an intended and reasonably foreseeable manner.

91. At all times material to this action, PLAVIX was expected to reach, and did reach consumers in the State of Tennessee and throughout the United States, including the Plaintiff, without substantial change in the condition in which it was sold.

92. Defendants, developed, marketed and distributed PLAVIX drug products to the general public even after learning of the design and manufacturing defects that threatened the intended

use of PLAVIX.

93. Defendants knew or should have known through testing, adverse event reporting, or otherwise, that PLAVIX created a high risk of bodily injury and serious harm.

94. The dangerous propensities of PLAVIX drug products were known or scientifically knowable, through appropriate research and testing, to the Defendants at the time said Defendants distributed, supplied, or sold PLAVIX, and not known to ordinary physicians who would be expected to prescribe PLAVIX for their patients.

95. PLAVIX drug products, as distributed, were defective and unreasonably dangerous inasmuch as PLAVIX were not accompanied by warnings and instructions that were appropriate and adequate to render PLAVIX reasonably safe for their ordinary, intended, and reasonably foreseeable uses, in particular the common, foreseeable, and intended use of PLAVIX.

96. In order to advance Defendant's own pecuniary interests, Defendants intentionally proceeded with the manufacturing, the sale and distribution, and marketing of PLAVIX drug products with knowledge that consumers would be exposed to serious danger.

97. At all times material to this action, PLAVIX was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a "defective" and "unreasonably dangerous" condition, at the time it was placed in the stream of commerce in ways that include, but are not limited to one or more of the particulars:

a. At the time PLAVIX left the control of the Defendants PLAVIX was defective and unreasonably dangerous due to a failure to contain adequate warnings or instructions, or, in the alternative, because it was designed in a defective manner, or, in the alternative, because PLAVIX breached an express warranty or failed to conform to other expressed factual representations upon which Plaintiffs' physicians justifiably relied, or because it breached an implied warranty, all of which proximately caused the damages for which Plaintiffs seek recovery herein;

b. PLAVIX drug products were not reasonably safe as designed, taking into account the foreseeable risks involved in its use at the time PLAVIX left the possession of the Defendants, and that such risks clearly outweighed the utility of PLAVIX therapy or its therapeutic benefits, and subjected Plaintiffs to the risk of suffering avoidable

heart attacks, strokes, blood disorders, abnormal bleeding and even death in an unacceptably high number of its users;

c. At the time PLAVIX left the control of the Defendants PLAVIX possessed a dangerous characteristic that may cause damage and it was not reasonably safe due to inadequate or defective warnings or instructions that were known or reasonably scientifically knowable at the time PLAVIX left the possession of the Defendants. Specifically, although the Defendants were well aware that PLAVIX products could potentially cause severe side effects;

d. The Defendants' warnings or instructions were not of a nature that a reasonably prudent drug company in the same or similar circumstances would have provided with respect to the danger. There were no warnings or instructions that communicate sufficient information on the dangers and safe use of PLAVIX taking into account the characteristics of the PLAVIX, and/or the ordinary knowledge common to the physician who prescribes and the consumer who purchases PLAVIX, such as the Plaintiff;

e. PLAVIX manufactured and supplied by the Defendants were further defective due to inadequate post-marketing warning or instruction because, after the Defendants knew or should have known of the risks of injury from PLAVIX drug products associated with the use as commonly prescribed, Defendants failed to promptly respond to and adequately warn about the risks of suffering avoidable heart attacks, strokes, blood disorders, abnormal bleeding and death associated with the use of PLAVIX;

f. When placed in the stream of commerce of commerce, PLAVIX was defective in design and formulation, making the use of PLAVIX more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other similar drugs on the market including Aspirin; and

g. PLAVIX was insufficiently tested.

98. The Defendants knew, or in light of reasonably available scientific knowledge should have known, about the danger that caused the injuries for which the Plaintiff seeks recovery.

99. The Defendants knew or in light of reasonably available scientific knowledge should have known about the danger associated with use of PLAVIX that caused the damages for which Plaintiff seeks recovery.

100. The reasonably foreseeable use of PLAVIX involved substantial dangers not readily recognizable by the ordinary physician who prescribed PLAVIX or the patient, including the Plaintiff, who consumed PLAVIX drug products.

101. The Defendants knew that PLAVIX drug products were to be prescribed by physicians and used by consumers without inspection for defects in the product or in any of its components or ingredients and that PLAVIX was not properly prepared nor accompanied by adequate warnings of the dangerous propensities that were known or reasonably scientifically knowable at the time of distribution.

102. Plaintiff and Plaintiff's physicians did not know, nor had reason to know, at the time of the use of Defendants' PLAVIX drug products, or at any time prior to its use, of the existence of the above-described defects and inadequate warnings.

103. The above defects caused serious injuries to Plaintiff when PLAVIX was used in its intended and foreseeable manner, and in the manner recommended by the Defendants and/or in a non-intended manner that was reasonably foreseeable.

104. In addition, at the time that PLAVIX left the control of the Defendants, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of Plaintiff's injuries without impairing the reasonably anticipated or intended function of PLAVIX. These safer designs were economically and technologically feasible and would have prevented or significantly reduced the risk of Plaintiff's injuries without substantially impairing PLAVIX's utility.

105. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

106. For the above reasons, the Defendants are strictly liable under New York product liability law without regard to proof of negligence or gross negligence.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

THIRD CAUSE OF ACTION AS AGAINST THE DEFENDANTS (STRICT PRODUCTS LIABILITY - MANUFACTURING DEFECT)

107. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

108. At all times material to this action, Defendants were engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling and/or selling PLAVIX.

109. At all times material to this action, PLAVIX was expected to reach, and did reach consumers in the State of New York and throughout the United States, including the Plaintiff, without substantial change in the condition from which it was sold.

110. At all times material to this action, PLAVIX was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a defective and unreasonably dangerous condition at the time it was placed in the stream of commerce in ways that include, but are not limited to, one or more of the following particulars posing a serious risk of injury and death.

a. When placed in the stream of commerce, PLAVIX contained manufacturing defects that rendered the product unreasonably dangerous;

b. PLAVIX's manufacturing defects occurred while the product was in the possession and control of the Defendants;

c. PLAVIX was not made in accordance with the Defendants' product specifications or performance standards; and

d. PLAVIX's manufacturing defects existed before it left the control of the Defendants.

111. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

112. For the above reasons, the Defendants are strictly liable under New York product liability law without regard to proof of negligence or gross negligence.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

FOURTH CAUSE OF ACTION
AS AGAINST THE DEFENDANTS
(STRICT PRODUCTS LIABILITY - FAILURE TO WARN)

113. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

114. PLAVIX was defective and unreasonably dangerous when it left the possession of the Defendants in that it contained warnings insufficient to alert consumers, including the Plaintiff and/or her health care providers, of the dangerous risks and reactions associated with PLAVIX, including but not limited to its propensity to cause avoidable strokes, heart attacks, abnormal bleeding, and other serious injuries and side effects despite the Defendants' knowledge of the increased risk of these injuries over similar drugs such as aspirin.

115. PLAVIX was defective due to inadequate post-marketing warnings or instruction because after Defendants knew or should have known of the risk and danger of serious bodily harm and/or death from the use of PLAVIX, Defendants failed to provide an adequate warning to consumers and/or their health care providers of the product, knowing the product could cause serious injury and/or death.

116. Plaintiff was prescribed and used PLAVIX for its intended purpose.

117. The Plaintiff could not have known about the dangers and hazards presented by PLAVIX.

118. The warnings that were given by the Defendants were not accurate, clear, complete and/or were ambiguous.

119. The warnings that were given by the Defendants failed to properly warn physicians of the increased risks of stroke, heart attack, bleeding and other serious injuries and side effects, and

failed to instruct physicians to test and monitor for the presence of the injuries for which Plaintiff and others had been placed at risk.

120. The warnings that were given by the Defendants failed to properly warn consumers of the increased risk of stroke, heart attack, bleeding, and other serious injuries and side effects.

121. The Plaintiff, individually and through her prescribing physicians, reasonably relied upon the skill, superior knowledge, and judgment of the Defendants. The Defendants had a continuing duty to warn the Plaintiff of the dangers associated with PLAVIX. Had the Plaintiff received adequate warnings regarding the risks of PLAVIX, they would not have used PLAVIX.

122. As a direct and proximate result of PLAVIX's defective and inappropriate warnings, the Plaintiff suffered severe physical injuries and damages as described above.

123. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

124. For the above reasons, the Defendants are strictly liable under New York product liability law without regard to proof of negligence or gross negligence.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests

that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

FIFTH CAUSE OF ACTION
AGAINST THE DEFENDANTS
(BREACH OF EXPRESS WARRANTY)

125. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

126. Defendants' expressly warranted to the Plaintiff that PLAVIX drug products were safe and effective.

127. In response to these promises and express statements, Plaintiff and plaintiff's physicians relied on such affirmations and warranties.

128. PLAVIX drug products do not conform to those express representations in light of recently discovered disclosures and information previously withheld by Defendants. Defendants' express warranty through its false statements failed to disclose design, manufacturing and safety defects inherent in PLAVIX.

129. Defendants breached its warranties of PLAVIX by continuing sales and marketing campaigns highlighting the safety of its PLAVIX drug products, while it knew of the design, manufacturing and safety defects and the risk of heart attacks, stroke, excessive bleeding and blood disorders, as described throughout this Complaint.

130. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of

Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

AS AND FOR THE
SIXTH CAUSE OF ACTION
AGAINST THE DEFENDANTS
(BREACH OF IMPLIED WARRANTIES)

131. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

132. The Defendants knew that most physicians who prescribed PLAVIX drug products were not aware of the serious side effects as described herein associated with use of PLAVIX. The Defendants also knew that the risks of said side effects were much greater than most physicians realized. By failing to give adequate warnings about these side effects and the risk of the use that is associated with those side effects, the Defendants breached implied warranties of merchantability and fitness for the ordinary use of PLAVIX.

133. At all times mentioned in this Complaint, the Defendants manufactured, compounded, packaged, distributed, recommended, merchandised, advertised, promoted, supplied and sold PLAVIX drug products and prior to the time PLAVIX was used by Plaintiffs, the Defendants impliedly warranted to Plaintiff and to Plaintiff's physicians that PLAVIX were of merchantable quality and safe and fit for the use for which PLAVIX were intended.

134. Plaintiff relied on the skill and judgment of the Defendants in using PLAVIX drug products.

135. PLAVIX drug products were not safe and were unfit for their intended use, nor were PLAVIX of merchantable quality, as warranted by the Defendants, in that PLAVIX had very dangerous propensities when put to intended use and would cause severe injury to the user. PLAVIX drug products were not properly prepared nor accompanied by adequate warnings of PLAVIX's dangerous propensities that were either known or reasonably scientifically knowable at the time of distribution. As a result, PLAVIX drug products proximately caused Plaintiffs to sustain damages and injuries as alleged in this Complaint.

136. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

SEVENTH CAUSE OF ACTION
AGAINST THE DEFENDANTS
(FRAUDULENT MISREPRESENTATION)

137. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

138. Defendants had actual knowledge of facts, which demonstrated that representations in the package insert, and/or the PDR monograph, and/or literature, and/or other mediums that the Defendants distributed concerning their PLAVIX drug products were false and misleading. Defendants had an absolute duty to disclose the true facts regarding the safety of PLAVIX to physicians and their patients and the medical community, which they negligently failed to do. Furthermore, Defendants had a duty to ensure that they had a reasonable basis for making the representations described above, to exercise reasonable care in making those representations, to accurately make those representations, and to not make misrepresentations concerning PLAVIX, all of which Defendants failed to do.

139. Important information regarding the risk of PLAVIX was in the exclusive control of Defendants and was exclusively known by Defendants. In the furtherance of Defendants' own interests, Defendants disseminated false information regarding PLAVIX to physician and plaintiffs and did so knowing that the safety of PLAVIX depended on the accuracy of that information. Further, Defendants knew and expected that recipients of that information would rely on the information that the recipients would take action based upon the information, and that individuals would be put in peril by such actions and that those individuals would suffer physical harm as a result.

140. Defendants expressly and/or impliedly represented to Plaintiff, Plaintiff's physicians, the medical community, and members of the general public that their PLAVIX drugs were safe for

use. The representations by Defendants were, in fact, false. The true facts were that PLAVIX was not safe for its intended use and was, in fact, dangerous to the health and body of the Plaintiff.

141. Defendants made the above-described representations with no reasonable grounds for believing them to be true. Defendants did not have accurate or sufficient information concerning these representations and they failed to exercise reasonable care both in ascertaining the accuracy of the information contained in those representations and in communicating the information.

142. The aforementioned misrepresentations or omissions were made to the Plaintiff, and Plaintiff's physicians, and the medical community, all of whom justifiably and foreseeably relied on those representations or omissions. Plaintiff would not have suffered injuries but for the above misrepresentations or omissions of Defendants. Thus, Defendants and Defendants' misrepresentations or omissions were a cause in fact and a proximate cause of Plaintiff's damages.

143. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in an amount, which will compensate the Plaintiff for her injuries and which will deter the Defendants and others from like conduct. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests

that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

EIGHTH CAUSE OF ACTION AGAINST THE DEFENDANTS (FRAUDULENT CONCEALMENT)

144. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

145. At all times during the course of dealing between Defendants and Plaintiff, and/or Plaintiff's healthcare providers, and/or the FDA, Defendants misrepresented the safety of PLAVIX for its intended use.

146. Defendants knew or were reckless in not knowing that its representations were false.

147. In representations to Plaintiff, and/or Plaintiff's healthcare providers, and/or the FDA, Defendants fraudulently concealed and intentionally omitted the following material information:

a. that PLAVIX was not safe;

b. that the risks of adverse events with PLAVIX were high;

c. that the risks of adverse events with PLAVIX were not adequately tested and/or known by Defendants;

d. that Defendants were aware of dangers in PLAVIX, in addition to and above and beyond those associated with alternative medications;

e. that PLAVIX was defective, and that it caused dangerous side effects;

f. that patients needed to be monitored more regularly than normal while using PLAVIX;

g. that PLAVIX was manufactured negligently;

h. that PLAVIX was manufactured defectively;

i. that PLAVIX was manufactured improperly;

j. that PLAVIX was designed negligently;

k. that PLAVIX was designed defectively; and

l. that PLAVIX was designed improperly.

148. Defendants were under a duty to disclose to Plaintiff, and her physicians, hospitals, healthcare providers, and/or the FDA the defective nature of PLAVIX, including but not limited to the heightened risks of heart attacks, stroke, excessive bleeding and blood disorders and/or death.

149. Defendants had sole access to material facts concerning the defective nature of the product and its propensity to cause serious and dangerous side effects, and hence, cause damage to persons who used PLAVIX, including the Plaintiff, in particular.

150. Defendants' concealment and omissions of material facts concerning, inter alia, the safety of PLAVIX was made purposefully, willfully, wantonly, and/or recklessly, to mislead Plaintiff, and her physicians, hospitals and healthcare providers into reliance, continued use of PLAVIX, and actions thereon, and to cause them to purchase, prescribe, and/or dispense PLAVIX and/or use the product.

151. Defendants knew that Plaintiff, and her physicians, hospitals, healthcare providers, and/or the FDA had no way to determine the truth behind Defendants' concealment and omissions, and that these included material omissions of facts surrounding PLAVIX, as set forth herein.

152. Plaintiff, as well as her doctors, healthcare providers, and/or hospitals reasonably relied on facts revealed which negligently, fraudulently and/or purposefully did not include facts that were concealed and/or omitted by Defendants.

153. As a result of the foregoing acts and omissions the Plaintiff was and still is caused to suffer and/or is at a greatly increased risk of serious and dangerous side effects including, inter alia, heart attacks, stroke, excessive bleeding and blood disorders and/or sudden death, as well as other

severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life.

154. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is informed and believes and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

NINTH CAUSE OF ACTION
AGAINST THE DEFENDANTS
(NEGLIGENT MISREPRESENTATION)

155. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

156. Defendants had a duty to represent to the medical and healthcare community, and to the Plaintiff, the FDA and the public in general that said product, PLAVIX, had been tested and found to be a safe and effective form of therapy.

157. The representations made by Defendants were, in fact, false.

158. Defendants failed to exercise ordinary care in the representation of PLAVIX, while involved in its manufacture, sale, testing, quality assurance, quality control, and/or distribution of

said product into interstate commerce in that Defendants negligently misrepresented PLAVIX's high risk of unreasonable, dangerous side effects.

159. Defendants breached their duty in representing PLAVIX's serious side effects to the medical and healthcare community, to the Plaintiff, the FDA and the public in general.

160. As a result of the negligent misrepresentations of the Defendants set forth hereinabove, said Defendants knew and were aware or should have known that PLAVIX had been insufficiently tested, and/or had not been tested, that it lacked adequate and/or accurate warnings, and/or that it created a high risk and/or higher than acceptable risk, and/or higher than reported/represented risks, as well as unreasonable, dangerous side effects, including, inter alia, heart attacks, stroke, excessive bleeding and blood disorders and/or sudden death, as well as other severe and personal injuries which are permanent and lasting in nature.

161. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is informed and believes and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

TENTH CAUSE OF ACTION AGAINST THE DEFENDANTS (FRAUD AND DECEIT)

162. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

163. Defendants conducted research and used PLAVIX as part of their research.

164. As a result of Defendants' research and testing, or lack thereof, Defendants blatantly and intentionally distributed false information, including, but not limited to, assuring the public, the Plaintiff, her doctors, hospitals, healthcare professionals, and/or the FDA that PLAVIX was safe and effective for use.

165. As a result of Defendants' research and testing, or lack thereof, Defendants intentionally omitted certain results of testing and research to the public, healthcare professionals, and/or the FDA, including the Plaintiff.

166. Defendants had a duty when disseminating information to the public to disseminate truthful information and a parallel duty not to deceive the public and the Plaintiff, as well as her respective healthcare providers and/or the FDA.

167. The information distributed to the public, the FDA, and the Plaintiff by Defendants, including, but not limited to, reports, press releases, advertising campaigns, television commercials, print ads, magazine ads, billboards, and all other commercial media contained material representations of fact and/or omissions.

168. The information distributed to the public, the FDA, and the Plaintiff by Defendants intentionally included representations that Defendants' drug PLAVIX was safe and effective for use.

169. The information distributed to the public, the FDA, and the Plaintiff, by Defendants intentionally included representations that Defendants' drug PLAVIX carried the same risks, hazards, and/or dangers as other alternative medications.

170. The information distributed to the public, the FDA, and the Plaintiff, by Defendants intentionally included false representations that PLAVIX was as potentially injurious to the health and/or safety of its intended use as other alternative medications.

171. These representations were all false and misleading.

172. Upon information and belief, Defendants intentionally suppressed, ignored and disregarded test results not favorable to the Defendants, and results that demonstrated that PLAVIX was not safe.

173. Defendants intentionally made material representations to the FDA and the public, including the medical profession, and the Plaintiff, regarding the safety of PLAVIX, specifically, but not limited to PLAVIX not having dangerous and serious health and/or safety concerns.

174. Defendants intentionally made material representations to the FDA and the public in general, including the medical profession, and the Plaintiff, regarding the safety of PLAVIX.

175. That it was the purpose of Defendants in making these representations to deceive and defraud the public, the FDA, and/or the Plaintiff, to gain the confidence of the public, healthcare professionals, the FDA, and/or the Plaintiff, to falsely ensure the quality and fitness for use of PLAVIX and induce the public, and/or the Plaintiff to purchase, request, dispense, prescribe, recommend, and/or continue to use PLAVIX.

176. Defendants made the aforementioned false claims and false representations with the intent of convincing the public, healthcare professionals, the FDA, and/or the Plaintiff that PLAVIX was fit and safe for its intended use.

177. Defendants made the aforementioned false claims and false representations with the intent of convincing the public, healthcare professionals, the FDA, and/or the Plaintiff that PLAVIX was fit and safe for use and did not pose risks, dangers, or hazards above and beyond those identified and/or associated with other alternative medications.

178. That Defendants made claims and representations in its documents submitted to the FDA, to the public, to healthcare professionals, and the Plaintiff that PLAVIX did not present serious health and/or safety risks.

179. That Defendants made claims and representations in its documents submitted to the FDA, to the public, to healthcare professionals, and the Plaintiff that PLAVIX did not present health and/or safety risks greater than alternative forms of medication.

180. That these representations and others made by Defendants were false when made, and/or were made with a pretense of actual knowledge when knowledge did not actually exist, and/or were made recklessly and without regard to the actual facts.

181. That these representations and others, made by Defendants, were made with the intention of deceiving and defrauding the Plaintiff, including her respective healthcare professionals and/or the FDA, and were made in order to induce the Plaintiff and/or her respective healthcare professionals to rely upon misrepresentations and caused the Plaintiff to purchase, use, rely on, request, dispense, recommend, and/or prescribe PLAVIX.

182. That Defendants, recklessly and intentionally falsely represented the dangerous and serious health and/or safety concerns of PLAVIX to the public at large, the Plaintiff in particular, for the purpose of influencing the marketing of a product known to be dangerous and defective and/or not as safe as other alternatives.

183. That Defendants willfully and intentionally failed to disclose the material facts regarding the dangerous and serious safety concerns of PLAVIX by concealing and suppressing material facts regarding the dangerous and serious health and/or safety concerns of PLAVIX.

184. That Defendants willfully and intentionally failed to disclose the truth, failed to disclose material facts and made false representations with the purpose and design of deceiving and lulling the Plaintiff, as well as her respective healthcare professionals into a sense of security so that Plaintiff would rely on the representations and purchase, use and rely on PLAVIX and/or that her respective healthcare providers would dispense, prescribe, and/or recommend the same.

185. Defendants, through their public relations efforts, which included but were not limited to the public statements and press releases, knew or should have known that the public, including the Plaintiff, as well as her respective healthcare professionals would rely upon the information being disseminated.

186. Defendants utilized direct to consumer advertising to market, promote, and/or advertise PLAVIX.

187. That the Plaintiff and/or her respective healthcare professionals did in fact rely on and believe the Defendants' representations to be true at the time they were made and relied upon the representations and were thereby induced to purchase, use and rely on Defendants' drug PLAVIX.

188. That at the time the representations were made, the Plaintiff and/or her respective healthcare providers did not know the truth with regard to the dangerous and serious health and/or safety concerns of PLAVIX.

189. That the Plaintiff did not discover the true facts with respect to the dangerous and serious health and/or safety concerns, and the false representations of Defendants, nor could the Plaintiff with reasonable diligence have discovered the true facts.

190. That had the Plaintiff known the true facts with respect to the dangerous and serious health and/or safety concerns of PLAVIX, Plaintiff would not have purchased, used and/or relied on Defendants' drug PLAVIX.

191. That the Defendants' aforementioned conduct constitutes fraud and deceit, and was committed and/or perpetrated willfully, wantonly and/or purposefully on the Plaintiff.

192. As a result of the foregoing acts and omissions Plaintiff was caused to suffer and/or are at a greatly increased risk of serious and dangerous side effects including, inter alia, heart attacks, stroke, excessive bleeding and blood disorders and/or sudden death, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life, as well as the need for lifelong medical treatment, monitoring and/or medications, and fear of developing any of the above named health consequences.

193. As a result of the foregoing acts and omissions the Plaintiff requires and/or will require more health care and services and did incur medical, health, incidental and related expenses. Plaintiff is informed and believes and further alleges that Plaintiff will in the future be required to obtain further medical and/or hospital care, attention, and services.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Further, because Tennessee law requires Plaintiffs to include at the time a products liability lawsuit is filed a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

TENTH CAUSE OF ACTION
AS AGAINST THE DEFENDANTS
(CONSUMER FRAUD - VIOLATION OF GBL §§ 349 and 350)

194. Plaintiff incorporates by reference the paragraphs above, as though fully set forth herein.

195. The Defendants acted, used and employed unconscionable commercial practices, deception, fraud, false pretenses, false promises and misrepresentations, and knowingly concealed, suppressed and omitted material facts with the intent that consumers, including Plaintiff MARCELLA CHESNEY herein and her physicians and medical providers, rely upon such concealment, suppression and omission, in connection with the sale, advertisement and promotion of PLAVIX, in violation of all applicable state consumer fraud statutes, for the purpose of influencing and inducing physicians and medical providers to prescribe PLAVIX to patients/consumers such as the Plaintiff MARCELLA CHESNEY herein. By reason of the Defendants' unconscionable, deceptive and fraudulent acts and practices, and false pretenses, false promises and misrepresentations, reasonable patients/consumers acting reasonably, such as the Plaintiff MARCELLA CHESNEY herein, were caused to suffer ascertainable loss of money and property and actual damages.

196. The Defendants engaged in consumer-oriented, commercial conduct by selling and advertising the subject product.

197. The Defendants misrepresented and omitted material information regarding the subject product by failing to disclose known risks.

198. The Defendants' misrepresentations and concealment of material facts constitute unconscionable commercial practices, deception, fraud, false pretenses, misrepresentation, and/or the knowing concealment, suppression, or omission of materials facts with the intent that others rely on such concealment, suppression, or omission in connection with the sale and advertisement of the

subject product, in violation of New York General Business Law ("GBL") §§ 349 and 350.

199. New York has enacted statutes to protect consumers from deceptive, fraudulent, and unconscionable trade and business practices. The Defendants violated these statutes by knowingly and falsely representing that the subject product was fit to be used for the purpose for which it was intended, when the Defendants knew it was defective and dangerous, and by other acts alleged herein.

200. The Defendants engaged in the deceptive acts and practices alleged herein in order to sell the subject product to the public, including Plaintiff MARCELLA CHESNEY.

201. As a direct and proximate result of the Defendants' violations of GBL §§ 349 and 350, Plaintiff has suffered damages, for which she is entitled to compensatory damages, equitable and declaratory relief, punitive damages, costs and reasonable attorneys' fees.

202. As a direct and proximate result of Defendants' conduct, the Plaintiff used PLAVIX and the Plaintiff suffered serious physical injury, harm, damages and economic loss and will continue to suffer such harm, damages and economic loss in the future..

203. Defendants' actions and omissions as alleged in this Complaint demonstrate a flagrant disregard for human life, so as to warrant the imposition of punitive damages.

204. Plaintiff seeks actual and punitive damages from Defendants as alleged herein.

ELEVENTH CAUSE OF ACTION
AS AGAINST THE DEFENDANTS
(PUNITIVE DAMAGES)

205. At all times material hereto, the Defendants knew or should have known that PLAVIX was inherently more dangerous with respect to the risk of heart attack, stroke, excessive bleeding and blood disorders and/or sudden death.

206. At all times material hereto, the Defendants attempted to misrepresent and did misrepresent facts concerning the safety of the subject product.

207. Defendants' misrepresentations included knowingly withholding material information from the medical community and the public, including the Plaintiff herein, concerning the safety and efficacy of the subject product.

208. At all times material hereto, the Defendants knew and recklessly disregarded the fact that PLAVIX was subject to an increased risk of heart attack, stroke, excessive bleeding and blood disorders and/or sudden death with far greater frequency than safer alternative medications.

209. Notwithstanding the foregoing, the Defendants continued to aggressively market the subject product without disclosing the aforesaid side effects when there were safer alternative medications.

210. The Defendants knew of the subject product's defective and unreasonably dangerous nature, as set forth herein, but continued to design, develop, manufacture, market, distribute and sell it so as to maximize sales and profits at the expense of the health and safety of the public, including the Plaintiff herein, in conscious and/or negligent disregard of the foreseeable harm.

211. The Defendants' intentional and/or reckless, fraudulent and malicious failure to disclose information deprived the Plaintiff and her physician of necessary information to enable them to weigh the true risks of using the subject product against its benefits.

212. As a direct and proximate result of the Defendants' conscious and deliberate disregard for the rights and safety of consumers such as the Plaintiff, the Plaintiff suffered severe injuries as set forth above.

213. The aforesaid conduct of Defendants was committed with knowing, conscious, and deliberate disregard for the rights and safety of consumers, including the Plaintiff herein, thereby entitling the Plaintiff to punitive damages in an amount appropriate to punish the Defendants and deter them from similar conduct in the future.

214. The Plaintiff seeks actual and punitive damages from the Defendants as alleged

herein.

215. Further, because Tennessee law requires Plaintiff to include, at the time a products liability lawsuit is filed, a request for damages in an amount-certain, Plaintiff requests that the jury in its discretion find in favor of Plaintiff in an amount not less than $3,000,000 against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants on each of the above-referenced claims and Causes of Action and as follows:

1. Awarding compensatory damages to Plaintiff for past and future damages, including but not limited to pain and suffering for severe and permanent personal injuries sustained by the Plaintiff, health care costs, medical monitoring, together with interest and costs as provided by law but in any event in an amount not less than $3,000,000.00 for each and every individual Cause of Action set forth against Defendants herein;

2. Punitive and/or exemplary damages for the wanton, willful, fraudulent, reckless acts of the Defendants who demonstrated a complete disregard and reckless indifference for the safety and welfare of the general public and to the Plaintiff in an amount sufficient to punish Defendants and deter future similar conduct;

3. Awarding Plaintiff reasonable attorneys' fees;

4. Awarding Plaintiff the costs of these proceedings; and

5. Such other and further relief as this Court deems just and proper.

Respectfully Submitted,

PARKER WAICHMAN ALONSO LLP

By: _____

DANIEL C. BURKE
JERROLD S. PARKER
ANDRES F. ALONSO
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Dated: July 5, 2011

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury as to all issues.

Respectfully Submitted,

PARKER WAICHMAN ALONSO LLP

By: _____
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Dated: July 5, 2011

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Eloise LaBarre, As Surviving Spouse and Administratrix of the Estate of Edward Clyde LaBarre, Sr., Deceased Plaintiff, vs. Bristol-Myers Squibb Company, Sanofi-Aventis U.S. L.L.C., Sanofi-Aventis U.S., Inc. Sanofi-Synthelabo, Inc. Defendants.	CIVIL ACTION NO.: **3:06-cv-06050 (FLW-TJB)** **FIRST AMENDED COMPLAINT AND JURY DEMAND**

COMES NOW, the Plaintiff, Eloise LaBarre, As Surviving Spouse and Administratrix of the Estate of Edward Clyde LaBarre, Sr., Deceased, bringing this action for injuries and damages suffered as a result of ingesting the drug, Plavix. In support, Plaintiff alleges the following.

I. PARTIES

1. Plaintiff, Eloise LaBarre is a natural person currently residing, and at all times material to this complaint, residing at 205 East Wisconsin Avenue, Bonifay, Florida, 32425. Plaintiff brings this Complaint on her own behalf and on behalf of her deceased husband, Edward Clyde LaBarre, Sr., who will be intermittently referred to in the Complaint as "Plaintiff's decedent."

2. Defendant, Sanofi-Aventis U.S. L.L.C. is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S. L.L.C. is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey, 08807-0912.

3. Defendant, Sanofi-Aventis U.S., Inc. is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S., Inc. is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey, 08807-0912.

4. Defendant, Sanofi-Synthelabo, Inc. is a Delaware corporation with its commercial headquarters at 90 Park Avenue, New York, New York 10016. Sanofi-Synthelabo Inc. did business as Sanofi Pharmaceuticals, Inc. and was the sponsor for the drug application for Plavix. Sanofi-Synthelabo, Inc. is an affiliate of Sanofi-Aventis, Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc. that was instrumental in bringing Plavix to market.

5. The three Sanofi Defendants—Sanofi-Aventis U.S. LLC, Sanofi-Aventis U.S., Inc. and Sanofi-Synthelabo, Inc.—will be collectively referred to as "Sanofi" in this Complaint.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to 28 United States Code § 1332, because of the diversity of citizenship among the parties and because the amount in controversy exceeds Seventy-Five Thousand Dollars ($75,000.00), exclusive of interest and costs.

7. Venue in this action properly lies in the District of New Jersey in that the Sanofi Defendants reside in this district.

8. This action is brought under the Florida Unfair Deceptive Trade Practices Act ("FUDTPA") and the common law of the State of Florida, to recover damages and other relief, including the costs of suit and reasonable attorneys' and expert fees, to compensate the Plaintiff for injuries the Plaintiff and Plaintiff's decedent sustained as a result of the Defendants' negligent and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distributing, labeling and/or the sale of Plavix.

FACTS

9. This is an action for damages suffered by Plaintiff and Plaintiff's deceased husband, Edward Clyde LaBarre, Sr., as a direct and proximate result of the Defendants' negligent and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling, and/or sale of Plavix.

10. At all material times, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by the Defendants.

11. The Sanofi Defendants and BMS co-developed Plavix, applying in April 1997 for a rare, priority regulatory review by the FDA (Food and Drug Administration), which cleared the way for the Defendants to bring Plavix to market in November 1997.

12. The rush to obtain FDA approval of Plavix is indicative of the Defendants' emphasis on marketing and profit making over patient safety.

13. Plavix was heavily marketed directly to consumers through television, magazine and Internet advertising. It was touted as a "super-aspirin," that would give a person even greater cardiovascular benefits than a much less expensive, daily aspirin, while being safer and easier on a person's stomach than aspirin. Those assertions have proven to be false.

14. The truth is, that BMS and Sanofi always knew, or if they had paid attention to the findings of their own studies, should have known, that Plavix was not more efficacious than aspirin to prevent heart attacks and strokes. More importantly though, Defendants knew or should have known that when taking Plavix, the risk of suffering a heart attack, stroke, internal bleeding, blood disorder, or death far outweigh any potential benefit.

15. Still, BMS and Sanofi continued to exaggerate the results of their own studies and to make false statements in their advertising and promotional materials for the purpose of increasing their profit from Plavix sales.

16. The profit at stake for the Defendants is enormous. By way of illustration, in 2005, Plavix, was the sixth top selling drug in the United States and the Defendants enjoy annual sales of Plavix totaling $3.8 Billion Dollars.

17. BMS and the Sanofi Defendants repeatedly thwarted the law and their duty to tell the public the truth about the drug they were over-promoting for profit. The FDA issued numerous letters insisting these Defendants stop their misleading, over-promoting practices.

18. As examples, in 1998, the FDA requested the Defendants stop promoting Plavix for off-label use in patients receiving arterial stents. In the same reprimand, the FDA noted that not only were the Defendants marketing Plavix to physicians for a treatment for which it had not been approved, but also were recommending that a non-FDA-approved dosage nearly four (4) times that of other applications be given.

19. That same FDA warning criticized the Defendants' attempts at over-promotion of Plavix for unapproved use for lacking fair balance and failing to disclose any of the risks associated with its use. In particular, the FDA criticized that the Defendants were claiming to physicians, in their promotional letter, that Plavix was safe for use with other drugs. This, said the FDA, was overstating the safety profile of Plavix. In particular, its safety when combined with aspirin (known as "dual therapy") had not been established, yet Defendants were making a claim that the dual combination therapy of aspirin plus Plavix was safe. This claim has now been proven to be untrue in a recent study called CHARISMA (The Clopidogrel for High Atherothrombotic Risk and Ischemic Stabilization, Management, and Avoidance), which was reported on in *The New England Journal of Medicine*, April 20, 2006.

20. Again in 1998, the FDA issued a letter demanding the Defendants immediately cease distribution of advertising materials that claimed that Plavix has been proven to be more

effective than aspirin. The FDA criticized this marketing ploy as an overstatement of efficacy that is lacking in fair balance and unsubstantiated.

21. Undaunted, the Defendants were back in the business of hiding bad facts about their drug and fabricating more favorable information so they could sell large quantities of Plavix and make giant corporate profits. In 2001, the FDA was again forced to order Defendants to immediately cease distribution of promotional material that made unsubstantiated claims about Plavix and was misleading. Specifically, the Defendants promotional material misled consumers about their own study, called CAPRIE, (Clopidogrel Versus Aspirin in Patients at Risk of Ischemic Events). While the Defendants' trumped-up promotional material claimed that Plavix was 19.2% better than Aspirin, the actual findings of the CAPRIE study were that Plavix was not proven to be significantly more effective than aspirin—providing a 2.9% reduction in ischemic events versus a 3.47% reduction of ischemic events for the study participants who had been given aspirin. Defendants again claimed that the use of Plavix combined with aspirin was safe and effective, and again, the FDA forced Defendants to stop saying that because it had not been proven to be true.

22. In addition to misinforming physicians and the public through their advertising to consumers and promotional materials for doctors, Defendants' drug representatives have also misinformed physicians about the proper types of patients who should be given Plavix, the duration of its proper usage, and the applications for which it is safe and FDA approved.

23. Defendants, through their drug representatives, and their promotional efforts, have encouraged physicians to prescribe Plavix to a broad population of people who would receive the same therapeutic benefit from aspirin alone, (without risking death) and to use Plavix for unapproved applications.

24. The result is that physicians are prescribing Plavix to people who could be cheaply and effectively protected against ischemic events by a simple aspirin, to pay approximately four dollars ($4) a day for a dose of Plavix.

25. Defendants' nearly eight-year run of lying to physicians and the public about the safety and efficacy of Plavix for the sole purpose of increasing corporate profits has now been uncovered by scientific studies which reveal that not only is Plavix not worth its high price—it is dangerous.

26. The Chan study, written about in *The New England Journal of Medicine* and named for the scientific researcher who conducted it, showed the fallacy of Defendants' assertions that Plavix is safer and more effective for patients who have a gastrointestinal intolerance to aspirin. The Chan study compared the effects of Aspirin and Plavix on patients who had previously had stomach ulcers that had healed. In that group, the incidence of recurring stomach bleeding was 8.6% in the Plavix group versus only .7% in the aspirin group. Dr. Chan recommended that the prescribing guidelines for Plavix be changed so that patients would not erroneously believe that Plavix is safer on the stomach than aspirin.

27. The Chan study also uncovered the fact that an aspirin a day plus esomeprazole (the generic name for a cheap, over the counter proton pump inhibitor like Prilosec) is far more cost effective for the consumer than paying for a four- dollar ($4) a-day Plavix pill that greatly increases the risk of stomach bleeding.

28. Most recently, the CHARISMA (Clopidogrel and aspirin Versus Aspirin Alone For The Prevention of Atherthrombotic Events) study uncovered another truth about Plavix. It found that Plavix plus aspirin (dual therapy) is only minimally more effective than aspirin plus placebo at preventing athertohrombotic events. But more importantly, it found that in patients who do not have peripheral arterial disease (PAD) or acute coronary syndrome (ACS), Plavix plus aspirin (dual therapy) poses a 20% increased risk to the patient of suffering bleeding injuries, heart attacks, stroke and death. In other words, in those patients without ACS or PAD, dual therapy with aspirin and Plavix does more harm than good.

29. Despite the growing body of scientific knowledge that the four-dollar ($4) Plavix pill was not much better than a four-cent-a-day aspirin, Defendants kept promoting it to the public and to physicians, using hyperbole and outright falsification in the process.

30. Plaintiff's decedent, Edward Clyde LaBarre, Sr., began taking Plavix in combination with aspirin—"dual therapy"—in November 2002, after he had bypass surgery with stent placement to repair a blockage. Edward LaBarre continued on the dual therapy of Plavix plus aspirin until on or about December 19, 2004, when he collapsed at home, having suffered a serious intracranial bleeding injury. Edward LaBarre was rushed by ambulance to the hospital in Bonifay, Florida where he was revived and put on life support. He was then flown by helicopter to Dothan, Alabama for more intensive, specialized treatment. Edward LaBarre remained on life support for two days but physicians were not able to save his life. Edward Clyde LaBarre, Sr. was pronounced dead on December 21, 2004. The causes of death on his death certificate include subdural hematoma and "Plavix Therapy."

COUNT I

DEFECTIVE DESIGN

31. Plaintiff incorporates by reference, paragraphs 1 through 30, as if fully set forth.

32. At all times material to this action, the Defendants were responsible for designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling and/or selling Plavix.

33. Plavix is defective and unreasonably dangerous to consumers.

34. Plavix is defective in its design or formulation in that it is not reasonably fit, suitable or safe for its intended purpose and/or its foreseeable risks exceed the benefits associated with its design and formulation.

35. At all times material to this action, Plavix was expected to reach, and did reach, consumers in the State of Florida and throughout the United States, including the Plaintiff's decedent, without substantial change in the condition in which it was sold.

36. At all times material to this action, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a defective, unreasonably dangerous condition, at the time it was placed in the stream of commerce in ways which include, but are not limited to, one or more of the following:

a) When placed in the stream of commerce, Plavix contained unreasonably dangerous design defects and was not reasonably safe as intended to be used, subjecting the Plaintiff to risks that exceeded the benefits of Plavix, including but not limited to the risks of suffering avoidable heart attacks, strokes, blood disorders, abnormal bleeding and even death in an unacceptably high number of its users;

b) When placed in the stream of commerce, Plavix was defective in design and formulation, making the use of Plavix more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other similar drugs on the market including aspirin;

c) Plavix's design defects existed before it left the control of the Defendants;

d) Plavix was insufficiently tested;

e) Plavix caused harmful side effects that outweighed any potential utility; and

f) Plavix was not accompanied by adequate instructions and/or warnings to fully apprise consumers, including the Plaintiff's decedent, of the full nature and extent of the risks and side effects associated with its use, thereby rendering Defendants liable to Plaintiff, individually and collectively.

37. In addition, at the time that Plavix left the control of the Defendants, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of Plaintiff's decedent's injuries without impairing the reasonably anticipated or intended function of the product. These safer alternative designs were economically and technologically feasible and would have prevented or significantly reduced the risk of Plaintiff's deceden's injuries without substantially impairing Plavix's utility.

38. As a direct and proximate result of Plavix's defective design, the Plaintiff's decedent suffered the severe physical injuries, damages and death, as described in paragraph 30.

39. The Plaintiff's decedent endured substantial pain and suffering followed by death. Plaintiff has suffered from the loss of her husband and has incurred significant expenses for medical care and funeral costs.

40. The Plaintiff's decedent, and consequently, the Plaintiff, has suffered a loss of earning capacity. The Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been emotionally and economically injured.

41. The Plaintiff's decedent's injuries, damages and death have caused the Plaintiff injury that is permanent and will continue into the future. For those reasons, the Plaintiff seeks actual and punitive damages from the Defendants.

WHEREFORE, the Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT II

MANUFACTURING DEFECT

42. Plaintiff incorporates by reference paragraphs 1 through 41 as if fully set forth.

43. At all times material to this action, Defendants were engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling Plavix.

44. At all times material to this action, Plavix was expected to reach, and did reach consumers in the State of Florida and throughout the United States, including the Plaintiff's decedent, without substantial change in the condition from which it was sold.

45. At all times material to this action, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a defective and unreasonably dangerous condition at the time it was placed in the stream of commerce in ways which include, but are not limited to, one or more of the following particulars:

a) When placed in the stream of commerce, Plavix contained manufacturing defects that rendered the product unreasonably dangerous;

b) Plavix's manufacturing defects occurred while the product was in the possession and control of the Defendants;

c) Plavix was not made in accordance with the Defendants' specifications or performance standards; and,

d) Plavix's manufacturing defects existed before it left the control of the Defendants.

46. As a direct and proximate result of Plavix's manufacturing defects, the Plaintiff's decedent died.

47. The Plaintiff's decedent suffered grave injury, and then died as a result of ingesting Plavix. The Plaintiff has consequently endured substantial pain and suffering and incurred significant expenses for medical care and burial.

48. The Plaintiff's decedent, and consequently, the Plaintiff, has suffered a loss of earning capacity. The Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been physically, emotionally and economically injured.

49. The Plaintiff's decedent's injuries, damages and death have caused the Plaintiff injury that is permanent and will continue into the future. As a result, the Plaintiff seeks actual and punitive damages from the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT III

FAILURE TO WARN

50. Plaintiff incorporates by reference paragraphs 1 through 49 as if fully set forth.

51. Plavix was defective and unreasonably dangerous when it left the possession of the Defendants in that it contained warnings insufficient to alert consumers, including the Plaintiff, of the dangerous risks and reactions associated with Plavix, including but not limited to its propensity to cause avoidable strokes, heart attacks, abnormal bleeding and other serious

injuries and side effects despite the Defendants' knowledge of the increased risk of these injuries over other similar drugs such as aspirin.

52. The Plaintiff's decedent was prescribed and used Plavix for its intended purpose.

53. The Plaintiff's decedent could not have discovered any defect in Plavix through the exercise of reasonable care.

54. The Defendants, as manufactures and/or distributors of Plavix are held to the level of knowledge of an expert in the field.

55. The warnings that were given by the Defendants were not accurate, clear, or complete, and/or were ambiguous.

56. The warnings that were given by the Defendants failed to properly warn physicians of the increased risks of stroke, heart attack, and other serious injuries and side effects, and failed to instruct physicians to test and monitor for the presence of the injuries for which Plaintiff's decedent and others had been placed at risk.

57. The warnings that were given by the Defendants failed to properly warn consumers of the increased risks of stroke, heart attack, and other serious injuries and side effects.

58. The Plaintiff's decedent, individually and through his prescribing physician, reasonably relied upon the skill, superior knowledge and judgment of the Defendants. The Defendants had a continuing duty to warn the Plaintiff of the dangers associated with Plavix. Had the Plaintiff's decedent received adequate warnings regarding the risks of Plavix, he would not have used it.

59. As a direct and proximate result of Plavix's defective and inappropriate warnings, the Plaintiff's decedent suffered severe physical injuries and damages, and then died, as described in paragraph 30.

60. The Plaintiff's decedent and Plaintiff have endured substantial pain and suffering; and have incurred significant expense for medical care and burial.

61. The Plaintiff's decedent, and consequently, the Plaintiff, has suffered a loss of earning capacity. The Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been physically, emotionally and economically injured.

62. The Plaintiff's decedent's injuries, damages and death have caused the Plaintiff injury that is permanent and will continue into the future. As a result, the Plaintiff seeks actual and punitive damages from the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT IV

NEGLIGENCE

63. Plaintiff incorporates by reference paragraphs 1 through 62 as if fully set forth.

64. At all material times, the Defendants, and each of them individually, had a duty to exercise reasonable care to consumers, including the Plaintiff's decedent and Plaintiff, in the design, development, manufacture, testing, inspection, packaging, promotion, marketing, distribution, labeling, and/or sale of Plavix.

65. The Defendants, and each of them individually, breached their duty of reasonable care to the Plaintiff and her now deceased husband, in that they negligently designed, developed, manufactured, tested, inspected, packaged, promoted, marketed, distributed, labeled, and/or sold Plavix.

66. Edward LaBarre's death and consequently, the Plaintiff's injuries and damages are all direct and proximate results of the carelessness and negligence of the Defendants in at least the following ways:

a) In their design, development, research, manufacture, testing, packaging, promotion, marketing, sale and/or distribution of Plavix;

b) In their failure to warn or instruct, and/or adequately warn or adequately instruct, users of Plavix, including the Plaintiff, of Plavix's dangerous and defective characteristics;

c) In their design, development, implementation, administration, supervision, and/or monitoring of clinical trials for Plavix;

d) In their promotion of Plavix in any overly aggressive, deceitful and fraudulent manner, despite evidence as to the product's defective and dangerous characteristics due to its propensity to cause serious injury and/or death;

e) In representing that Plavix was safe for its intended use when, in fact, Plavix was unsafe for its intended use;

f) In failing to perform appropriate pre-market testing of Plavix;

g) In failing to perform appropriate post-market testing of Plavix; and

h) In failing to perform appropriate post-market surveillance of Plavix.

67. The Defendants knew or should have known that consumers such as the Plaintiff's decedent would suffer injury or die as a result of the Defendants' failure to exercise reasonable and ordinary care.

68. As a direct and proximate result of Defendants' misrepresentations, carelessness and negligence, the Plaintiff's decedent died after suffering severe injury and the Plaintiff has now suffered continuing emotional and economic injuries and damages.

69. The Plaintiff's husband was killed by using Plavix and as a result, the Plaintiff has endured substantial pain and suffering; has incurred significant expenses for medical care and burial and will remain emotionally and economically harmed.

70. The Plaintiff's decedent has lost past earnings and has suffered a loss of earning capacity. As a consequence, the Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been emotionally and economically injured.

71. The Plaintiff's decedent's injuries, damages and death have caused the Plaintiff injury that is permanent and will continue into the future. As a result, the Plaintiff seeks actual and punitive damages from the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT V

NEGLIGENT MISREPRESENTATION

72. Plaintiff incorporates by reference paragraphs 1 through 71 as if fully set forth.

73. Defendants, having undertaken the manufacturing, marketing, distribution, and/or promotion of Plavix, owed a duty to provide accurate and complete information regarding Plavix.

74. Defendants falsely represented to Plaintiff and her husband, in direct to consumer advertising and indirectly through misrepresentations to the prescribing physician, that Plavix was safe and effective. The representations by Defendants were in fact false and Plavix was not safe and was in fact dangerous to Plaintiff's decedent's health.

75. At the time the representations were made, Defendants concealed from Plaintiff's decedent and his prescribing physician information about the propensity of Plavix to cause great harm.

76. Defendants negligently misrepresented claims regarding the safety and efficacy of Plavix despite the lack of information of the representations' accuracy.

77. Defendants' misrepresentations were made by Defendants with the intent to induce Plaintiff's decedent to use Plavix, to his enormous detriment.

78. At the time of Defendants' misrepresentations and omissions, Plaintiff's decedent and his physician were ignorant of the falsity of these statements and reasonably believed them to be true.

79. Defendants represented and marketed Plavix as being safe and effective. After Defendants became aware of the risk of ingesting Plavix, however, Defendants failed to communicate to Plaintiff's decedent and/or the general public that the ingestion of this drug could cause a person serious and potentially fatal bodily injury.

80. Plaintiff brings this cause of action against Defendants under the theory of negligent misrepresentation for at least the following reasons:

a) Plaintiff incorporates all facts and allegations previously stated in this Complaint;

b) Defendants failed to warn Plaintiff, Plaintiff's decedent, his physician and other consumers of the defective condition of Plavix as manufactured and/or supplied by Defendants;

c) Defendants individually and through their agents, representatives, distributors, and/or employees negligently misrepresented material facts about Plavix in that they made the representations when they knew or reasonably should have known of their falsity. Alternatively, Defendants made their misrepresentations without exercising reasonable care to ascertain their accuracy.

81. Defendants' misrepresentations were made to Plaintiff's decedent, as well as the general public. Plaintiff's decedent and his healthcare provider justifiably relied on Defendants' misrepresentations and consequently, Edward LaBarre's ingestion of Plavix was to his ultimate detriment.

82. Defendants' misrepresentations proximately caused Plaintiff's decedent's injuries and death and as a result, Plaintiff has also suffered damages and monetary losses.

83. As a direct and proximate result of Defendants' carelessness and negligence, the Plaintiff's decedent suffered severe physical injuries and then died, as described in paragraph 30.

84. Because of the death of her husband, the Plaintiff has endured substantial pain and suffering; has incurred significant expenses for medical care and burial, and will continue to suffer economically and emotionally in the future.

85. The Plaintiff's decedent lost past earnings and has suffered a loss of earning capacity. As a result, Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been emotionally and economically injured.

86. The Plaintiff's injuries and damages are severe, permanent and will continue into the future. As a result, Plaintiff seeks actual and punitive damages from the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble,

and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT VI

VIOLATIONS OF FLORIDA UNFAIR DECEPTIVE TRADE PRACTICES ACT ("FUDTPA")

87. Plaintiff incorporates by reference paragraphs 1 through 86 as if fully set forth.

88. The Defendants are designers, manufacturers, promoters, marketers, developers, sellers and/or distributors of Plavix.

89. Defendants' actions are deceptive and in clear violation of FDUTPA, entitling Plaintiff to damages and relief under Fla. Stat. § 501.201-213.

90. Decedent was a consumer within the meaning of FDUTPA, who was deceptively and unlawfully induced to purchase Plavix by Defendants.

91. Florida States § 501.204 makes unfair and/or deceptive trade practices in the conduct of any trade or commerce illegal.

92. Florida Statutes § 501.211 creates a private right of action for individuals who are aggrieved by an unfair and/or deceptive trade practice by another person.

93. Florida Statutes § 501.2105 provides that the prevailing party in litigation arising from a cause of action pursuant to Chapter 501 shall be entitled to recover attorney's fees within the limitations set forth therein from the non prevailing party.

94. Florida Statutes § 501.213 provides that any remedies available under Chapter 501 are in addition to any other remedies otherwise available for the same conduct under state or local law.

95. Florida Statutes § 501.203 (3) (c) states that a person has violated the Florida Deceptive and Unfair Trade Practices Act if he violates "an law, statute, rule, regulation, or ordinance which proscribes unfair deceptive, or unconscionable acts or practices."

96. Defendants are engaged in the practice of manufacturing, marketing, distributing, selling and otherwise placing into the stream of commerce Plavix which constitutes trade and commerce as defined by Sections 501.203 (8) Fla. Stat., and is therefore subject to FDUPTA.

97. Defendants' acts constitute unconscionable, deceptive, or unfair acts or practices in violation of FDUTPA.

98. The Defendants knew or should have known, that Plavix was unreasonably dangerous and defective, and had a propensity to cause serious and potentially life threatening side effects.

99. Despite their knowledge, the Defendants omitted material facts in the disclosures they made to the public, the medical community and to consumers, including the Plaintiff's decedent, concerning the use and safety of Plavix.

100. The Defendants' practices relating to their promotion of Plavix created and/or reinforced a false impression as to its safety.

101. The Defendants' practice of promoting Plavix placed and continues to place all consumers of Plavix at risk for serious injury resulting from its potentially lethal side effects.

102. The Defendants' statements and omissions were made with the intent that the Plaintiff's decedent, and his prescribing physician, would rely on them.

103. The Plaintiff's decedent purchased and used Plavix for personal, family or household purposes and suffered ascertainable losses of money as a result of the Defendants' use or employment of the methods, acts, or practices.

104. Defendants' promotion, statements and/or omissions concerning Plavix constitute unconscionable commercial practices, deceptions, false pretenses, misrepresentations, and/or

knowing concealment, suppression, or omission of material facts with the intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of merchandise or services by Defendants, in violation of the Florida Unfair Deceptive Trade Practices Act ("FUDTPA").

105. As a direct and proximate result of the Defendants' acts of consumer fraud, the Plaintiff has suffered ascertainable economic loss that includes the purchases of Plavix and additional out-of-pocket healthcare related costs, for which the Defendants are liable to the Plaintiff for treble Plaintiff's actual damages.

106. As a direct and proximate result of the Defendants' acts of consumer fraud, the Plaintiff's decedent died.

107. Plaintiff's decedent endured substantial pain and suffering, followed by his death. As a result, the Plaintiff has incurred significant expenses for medical care and burial expenses and will continue to be economically and emotionally harmed in the future.

108. The Plaintiff's decedent lost past earnings and has suffered a loss of earning capacity. Consequently, the Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been emotionally and economically injured.

109. The Plaintiff's injuries and damages are severe and permanent, and will continue into the future. As a result, the Plaintiff seeks actual and punitive damages from the Defendants.

110. Upon information and belief, Defendants continue to act deceptively in manufacturing, marketing, distributing, selling and otherwise placing into the stream of commerce Plavix as alleged herein.

111. As a result of Defendants' unfair and deceptive trade practices, Plaintiffs are entitled to an award of attorney's fees pursuant to FDUTPA, Florida Statutes § 501.2105, if they prevail.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT VII

PUNITIVE DAMAGES

112. Plaintiff incorporates by reference paragraphs 1 through 111, as if fully set forth.

113. At all material times, the Defendants knew or should have known that Plavix was inherently more dangerous than aspirin with respect to the risk of bleeding injuries, heart attacks, stroke and death.

114. At all material times, the Defendants attempted to misrepresent and did misrepresent facts concerning the safety of Plavix.

115. Defendants' misrepresentations included knowingly withholding material information from the medical community and the public, including the Decedent, concerning the safety of Plavix.

116. At all material times, the Defendants knew and recklessly disregarded the fact that Plavix causes debilitating and potentially lethal side effects with greater frequency than safer alternative drugs, such as aspirin.

117. Despite their knowledge, the Defendants continued to aggressively market Plavix to consumers, including Plaintiff, without disclosing the lethal side effects when there exist safer alternatives such as aspirin.

118. The Defendants knew of Plavix's defective and unreasonably dangerous nature, but continued to design, develop, manufacture, market, distribute and sell it so as to maximize sales and profits at the expense of the health and safety of the public, including the Plaintiff, in conscious and/or negligent disregard of the foreseeable harm caused by Plavix.

119. Defendants intentionally concealed and/or recklessly failed to disclose to the public, including the Plaintiff, Plaintiff's decedent and his physician, the potentially life threatening side effects of Plavix in order to ensure continued and increased sales.

120. The Defendants' intentional and/or reckless failure to disclose information deprived the Plaintiff of necessary information to enable Plaintiff, her husband and his physician to weigh the true risks of using Plavix against its benefits.

121. Plaintiff is entitled to punitive damages because the Defendants' failure to warn was reckless and without regard for the public's safety and welfare. The Defendants misled both the medical community and the public at large, including the Plaintiff, her husband and his physician, by making false representations about the safety of Plavix. Defendants downplayed, understated and/or disregarded its knowledge of the serious and permanent side effects and risks associated with the use of Plavix despite available information demonstrating that Plavix was likely to cause serious and even fatal side effects to users. Defendants' actions and/or inactions were willful and wanton.

122. Defendants were or should have been in possession of evidence demonstrating that Plavix caused serious side effects. Nevertheless, Defendants continued to market Plavix by providing false and misleading information with regard to safety and efficacy. Defendants failed to provide warnings that would have dissuaded physicians from prescribing Plavix and consumers from purchasing and consuming Plavix, thus depriving physicians and consumers from weighing the true risks against the benefits of prescribing and/or purchasing and consuming Plavix.

123. As a direct and proximate result of the Defendants' conscious and deliberate disregard for the rights and safety of consumers such as Plaintiff's decedent, he suffered grievous injuries, and then died.

124. As a result of her husband's death, the Plaintiff has endured substantial pain and suffering; has incurred significant expenses for medical care and burial, and will remain economically challenged and emotionally harmed.

125. The Plaintiff's decedent lost past earnings and has suffered a loss of earning capacity. The Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been emotionally and economically injured.

126. The Plaintiff's injuries and damages are severe, permanent and will continue into the future. As a result, the Plaintiff seeks actual and punitive damages from the Defendants.

127. Defendants' conduct was committed with knowing, conscious and deliberate disregard for the rights and safety of consumers, including the Plaintiff, thereby entitling the Plaintiff to punitive damages in an amount appropriate to punish the Defendants and deter them from similar conduct in the future.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorney's fees and all such other relief as the Court deems proper.

COUNT VIII

WRONGFUL DEATH

128. Plaintiff incorporates by reference paragraphs 1 through 127, as if fully set forth.

129. Defendants are liable to the Plaintiff, Eloise LaBarre for the wrongful death of Clyde Labarre, Deceased, because the injury that led to his death was caused by the Defendants or its agents' or servants' wrongful acts, neglect, carelessness, unskillfulness, and/or default.

130. At all times material hereto, Defendants owed a duty to Decedent to protect him against reasonably foreseeable harms which a prudent person would anticipate were likely to result from the Defendants' acts or omissions.

131. Defendants breached that duty when they acted in the negligent and/or tortious manner set forth in Paragraphs above.

132. Defendants' negligent and tortious conduct was the direct and proximate cause of Decedent's death.

133. If death had not ensued, Decedent would have been entitled to maintain a cause of action and recover damages against Defendants because of the above alleged negligent and tortious conduct.

134. As a direct, foreseeable and proximate result of Defendants' conduct, Plaintiffs have been damaged.

135. As a direct, foreseeable and proximate result of the Defendants' conduct, Decedent's estate has been deprived of prospective net accumulations and loss of earnings.

WHEREFORE, Plaintiff demands judgment against Defendants for the damages resulting from Decedent's death including, without limitations: lost support and services from the date of decedent's injury to his death, with interest, and future loss of support and services from the date of death, loss of the decedent's companionship and protection and for mental pain and suffering from the date of injury, damages related to the medical and funeral expenses due to the decedent's injury and death, loss of earnings of the deceased from the date of injury to the date of death, loss of the prospective net accumulations of an estate, which reasonably were expected but for the wrongful death, and all such other relief as the Court deems just.

COUNT IX
LOSS OF CONSORTIUM

136. Plaintiff incorporates by reference paragraphs 1 through 135, as if fully set forth.

137. At all times material hereto, Eloise LaBarre, was the spouse of the Decedent, and as such, lives and cohabited with the Decedent until the time of his death.

138. By reason of the foregoing, Decedent's spouse has been caused, presently and in the future the loss of her husband's companionship, services, society and the ability of the marital

association between husband and wife has been lost, and as such Eloise LaBarre, has been caused great mental anguish and suffering.

WHEREFORE, Plaintiff, demands judgment against Defendants for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT X

SURVIVAL ACTION

139. Plaintiff incorporates by reference paragraphs 1 through 138, as if fully set forth.

140. As a result of the actions and inactions of the Defendants, Decedent was caused to suffer before his death.

141. Plaintiff, on behalf of the Decedent's estate, seeks damages compensable under the Survival Statute (or any successor statute) against the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory damages and punitive damages, together with interest, costs of suit and attorney's fees and such other relief as the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for judgment against each of the Defendants as follows:

a) Awarding actual damages to the Plaintiff incidental to her deceased husband's purchase and use of Plavix in an amount to be determined at trial;

b) Awarding Plaintiff compensatory damages against Defendants in an amount sufficient to fairly and completely compensate them for all damages;

c) Awarding Plaintiff treble damages against Defendants so as to fairly and completely compensate her for all damages, and to deter similar wrongful conduct in the future;

d) Awarding Plaintiff punitive damages against Defendants in an amount sufficient to punish Defendants for their wrongful conduct and to deter similar wrongful conduct in the future, as provided by law;

e) Awarding pre-judgment and post-judgment interest to the Plaintiff;

f) Awarding the costs and expenses of this litigation to Plaintiff;

g) Awarding reasonable attorney's fees and costs to the Plaintiff as provided by law; and,

h) Granting all such other and further relief as the Court deems necessary, just and proper.

Respectfully submitted,

THE MILLER FIRM, LLC

BY

Michele A. DiMartino

DEMAND FOR JURY TRIAL

Demand is hereby made for a trial by jury.

Michele A. DiMartino, Esquire

Dated: May 1, 2009

CERTIFICATION PURSUANT TO LOCAL RULE 11.2

The undersigned attorney for Plaintiff, Eloise LaBarre, certifies that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration or administrative proceeding.

I certify that the foregoing statement made by me is true to the best of my knowledge, information and belief. I am aware that if the foregoing statement made by me is willfully false, I am subject to punishment.

Michele A. DiMartino, Esquire

Dated: May 1, 2009

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A., 56:8-20, Plaintiff is mailing a copy of this Complaint and Jury Demand to the Office of Attorney General, Cn-006, Trenton, New Jersey, within (10) days of the filing of this Complaint and Jury Demand.

Michele A. DiMartino, Esquire

Dated: May 1, 2009

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EXHIBIT A

Michael K. Jeanes, Clerk of Court
*** Electronically Filed ***
Lori Cummings
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Pro Hac to Be Submitted

IN SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

BEATRICE MILLS, Plaintiff, v. BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and SANOFI-SYNTHELABO, INC. Defendants.	Case No. CV2011-000415 **PLAINTIFF'S FIRST AMENDED COMPLAINT** **(Assigned to the Honorable Sam Myers)**

COMES NOW Beatrice Mills, hereinafter referred to as the "Plaintiff" who files this Complaint, complaining of and for her cause of action against, BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS, U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., AND SANOFI-SYNTHELABO, INC., the Plaintiffs, by and through their undersigned attorney, for their Complaint against Defendants, state and allege as follows:

This action is brought by Plaintiff seeking damages for personal injuries and economic damages suffered as a result of a defective and dangerous pharmaceutical product, PLAVIX. Plaintiff's damages arose as a result of her ingestion of Defendants PLAVIX drug which was manufactured, marketed, distributed and sold by Defendants and/or Defendants representatives and placed in the stream of commerce in this state by Defendants.

I.

PARTIES

PLAINTIFFS

1. Plaintiff, Beatrice Mills, a natural person, is a citizen and resident of Fountain Hills, Maricopa County. Currently, Beatrice Mills resides at 16003 Burro Drive, Fountain Hills, Maricopa County, Arizona 85268, and was treated in said county for her injuries. At all times relative to this complaint, Beatrice Mills, resided at 739 Las Colinas, Chandler, Maricopa County, Arizona, 85249.

DEFENDANTS

2. Defendant, Bristol-Myers Squibb Company (hereinafter referred to as "BMS") is a pharmaceutical manufacturing and marketing company that partners with Sanofi-Aventis (now Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc.) to manufacture and market Plavix in the United States. The headquarters for Bristol-Myers Squibb Company is located at 345 Park Avenue, New York, New York, 10145-0037.

3. Defendant, Sanofi-Aventis U.S. L.L.C. is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers

Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S. L.L.C. is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey 08807-0912.

4. Defendant, Sanofi-Aventis U.S., Inc., is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S., Inc., is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey, 08807-0912.

5. Defendant, Sanofi-Synthelabo, Inc., is a Delaware corporation with its commercial headquarters at 90 Park Avenue, New York, New York, 10016. Sanofi-Synthelabo, Inc., did business as Sanofi Pharmaceuticals, Inc., and was the sponsor for Plavix application for Plavix. Sanofi-Synthelabo, Inc., is an affiliate of Sanofi-Aventis, Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc., that was instrumental in bringing Plavix to market.

6. The three Sanofi Defendants—Sanofi-Aventis U.S. LLC, Sanofi-Aventis U.S. Inc., and Sanofi-Synthelabo, Inc., will be collectively referred to as "Sanofi" in this complaint.

II.

JURISDICTION AND VENUE

7. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments, this Court has *in personam* jurisdiction over the Defendants, because

Defendants are present in the State of Arizona such that requiring an appearance does not offend traditional notions of fair play and substantial justice.

8. This Court has personal jurisdiction over the Defendants, pursuant to, and consistent with, Arizona's long-arm statute and the Constitutional requirements of Due Process in that the Defendants acting through agents or apparent agents, committed one or more of the following:

a. Defendants transacted business in the State of Arizona;

b. Defendants owned, used or possessed real estate situated in the State of Arizona;

c. Defendants made or performed a contract or promise substantially connected within this state;

d. Defendants do business in and within Arizona; and,

e. Requiring Defendants to litigate this claim in Arizona does not offend traditional notions of fair play and substantial justice and is permitted by the United States Constitution.

9. Defendants marketed, promoted, and sold Plavix throughout the United States, including Maricopa County, Arizona. Additionally, the Plaintiffs herein suffered injury from Plavix in Maricopa County, Arizona. Accordingly venue is proper under the Arizona Code of Civil Procedure.

III.

FACTS COMMON TO ALL COUNTS

10. This is an action for damages suffered by Plaintiff as a direct and proximate result of the Defendants' negligence and wrongful conduct in connection with the design,

development, manufacture, testing, packaging, promoting, marketing, distribution, labeling and sale of Plavix.

11. At all material times, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by the Defendants.

12. The Sanofi Defendants and BMS co-developed Plavix, applying in April 1997, for a rare *priority regulatory review*, by the U.S. Food and Drug Administration (FDA), which cleared the way for the Defendants to bring Plavix to market in November 1997.

13. The rush to obtain FDA approval of Plavix is indicative of Defendants' emphasis on marketing and profit making over patient safety.

14. Plavix was heavily marketed directly to consumers through television, magazine and Internet advertising. It was touted as a "super-aspirin," that would give a person even greater cardiovascular benefits than a much less expensive, daily aspirin while being safer and easier on a person's stomach than aspirin. Those assertions have proven to be false.

15. The truth is that BMS and Sanofi always knew, or if they had paid attention to the findings of their own studies, should have known, that Plavix was not more efficacious than aspirin to prevent heart attacks and strokes. More importantly though, Defendants knew or should have known that when taking Plavix, the risk of suffering a heart attack, stroke, internal bleeding, blood disorder, or death far outweigh any potential benefit.

16. Still, BMS and Sanofi continued to exaggerate the results of their own studies and made false statements in their advertising and promotional materials for the purpose of increasing their profits from Plavix sales.

17. The profit at stake for the Defendants is enormous. By way of illustration, in 2005, Plavix, was the sixth top selling drug in the United States and the Defendants enjoy annual sales of Plavix totaling $3,800,000,000.00 (3.8 billion dollars).

18. BMS and Sanofi Defendants repeatedly thwarted the law and their duty to tell the public the truth about Plavix they were over-promoting for profit. The FDA issued numerous letters insisting these Defendants stop their misleading, over-promotional practices.

19. As examples, in 1998, the FDA requested the Defendants stop promoting Plavix for off-label use in patients receiving arterial stents. In the same reprimand, the FDA noted that not only were the Defendants' marketing Plavix to physicians for a treatment for which it had not been approved, but also were recommending that a non-FDA approved dosage nearly four (4) times that of other applications be given.

20. That same FDA warning criticized the Defendants' attempts at over-promotion of Plavix for unapproved use for lacking fair balance and failing to disclose any of the risks associated with its use. In particular, the FDA criticized that the Defendants were claiming to physicians, in their promotional letter, that Plavix was safe for use with other drugs. This, said the FDA, was overstating the safety profile of Plavix. In particular, its safety when combined with aspirin (known as "dual therapy") had not been established, yet Defendants were making a claim that the dual combination therapy

of aspirin plus Plavix was safe. This claim has now been proven to be untrue in a recent study called CHARISMA (the Clopidogrel for High Atherothrombotic Risk and Ischemic Stabilization, Management and Avoidance Trial), which was reported in *The New England Journal of Medicine*, April 20, 2006.

21. Again in 1998, the FDA issued a letter demanding the Defendants immediately cease distribution of advertising materials that claimed that Plavix has been proven to be more effective than aspirin. The FDA criticized this marketing ploy as an overstatement of efficacy that is lacking in fair balance and unsubstantiated.

22. Undaunted, the Defendants were back in the business of hiding bad facts about their drug and fabricating more favorable information so they could sell large quantities of Plavix and make giant corporate profits. In 2001, the FDA was again forced to order Defendants to immediately cease distribution of promotional materials that made unsubstantiated claims about Plavix and was misleading. Specifically, the Defendants' promotional materials mislead consumers about their own study, called CAPRIE (Clopidogrel versus Aspirin in Patients at Risk of Ischemic Events). While the Defendants' trumped-up promotional material claimed that Plavix was 19.2% better than aspirin, the actual findings of the CAPRIE study were that Plavix was not proven to be significantly more effective than aspirin-providing a 2.9% reduction in ischemic events versus a 3.47% reduction of ischemic events for the study participants who had been given aspirin. Defendants again claimed that the use of Plavix combined with aspirin was safe and effective, and again, the FDA forced Defendants to stop saying that because it had not been proven to be true.

23. In addition to misinforming physicians and the public through their advertising to consumers and promotional materials for doctors, Defendants' drug representatives have also misinformed physicians about the proper types of patients who should be given Plavix, the duration of its proper usage, and the applications for which it is safe and FDA approved.

24. Defendants, through, their drug representatives, and their promotional efforts, have encouraged physicians to prescribe Plavix to a broad population of people who would receive the same therapeutic benefit from aspirin alone, (without risking death) and to use Plavix for unapproved applications.

25. The result is that physicians are prescribing Plavix to people who could be cheaply and effectively protected against ischemic events by a simple aspirin, to pay approximately four dollars ($4.00) a day for a dose of Plavix.

26. Defendants' nearly eight-year run of lying to physicians and to the public about the safety and efficacy of Plavix for the sole purpose of increasing corporate profits has now been uncovered by scientific studies that reveal that not only is Plavix not worth its high price—it is dangerous.

27. The Chan study, written about in *The New England Journal of Medicine*, and named for the scientific researcher who conducted it, showed the fallacy of Defendants' assertion that Plavix is safer and more effective for patients who have a gastrointestinal intolerance to aspirin. The Chan study compared the effects of Aspirin and Plavix on patients who had previously had stomach ulcers that had healed. In that group, the incidence of recurring stomach bleeding was 8.6% in the Plavix group versus

only .7% in the aspirin group. Dr. Chan recommended that the prescribing guidelines for Plavix be changed so that the patients would not erroneously believe that Plavix is safer on the stomach than aspirin.

28. The Chan study also uncovered the fact that an aspirin a day plus esomeprazole (the generic name for a cheap, over the counter proton pump inhibitor like Prilosec) is far more cost effective for the consumer than paying for a four-dollar ($4.00) a day Plavix pill that greatly increases the risk of stomach bleeding.

29. Most recently, the CHARISMA trial uncovered another truth about Plavix. It found that Plavix plus aspirin (dual therapy) is only minimally more effective than aspirin plus placebo at preventing atherothrombotic events. But more importantly, it found that in patients who do not have peripheral arterial disease (PAD) or acute coronary syndrome (ACS), Plavix plus aspirin (dual therapy) poses a 20% increased risk to the patient of suffering bleeding injuries, heart attacks, stroke and death. In other words, in those patients without ACS or PAD, dual therapy with aspirin and Plavix does more harm than good.

30. Despite the growing body of scientific knowledge that the four-dollar ($4.00) Plavix pill was not much better than a four-cent-a-day aspirin, Defendants kept promoting it to the public and to physicians, using hyperbole and outright falsification in the process.

31. Plaintiff, Beatrice Mills, was prescribed Plavix on or about January 7, 2009, by Dr. L. Xavier and continued on Plavix thereafter. On January 12, 2009, Plaintiff began to hemorrhage and sought medical treatment at the Mercy Gilbert Hospital. On January

20, 2009, Beatrice Mills was released from Mercy Gilbert Hospital. Subsequently, Beatrice Mills was re-admitted to Mercy Gilbert Hospital, on January 25, 2009, for continual problems relating to clotting and bleeding. Beatrice Mills was finally discharged from the hospital on January 30, 2009.

32. The label for Plavix drug products, known as the "Package Insert" was developed by the Defendants and accompanied all Plavix prescription drug products and/or samples and was published in the Physician's Desk Reference.

33. Drug labeling is to include accurate information concerning a drug's active and inactive ingredients, clinical pharmacology, indications, usage, efficacy, contraindications, warnings, precautions and side effects.

34. Defendants failed to fully, truthfully and accurately communicate the safety and efficacy of Plavix drug products and intentionally and fraudulently mislead the medical community, physicians, Plaintiff's physicians and Plaintiff about the risks associated with Plavix.

35. Defendants fraudulently and aggressively promoted Plavix drug products to physicians for use in patients, such as Plaintiff, through medical journal advertisements, use of mass mailings, and direct communications, as well as other promotional materials including package inserts, physician desk reference, monographs and patient brochures, leaflets and hand outs as these materials downplayed the significance of the adverse effects of Plavix.

36. At all relevant times hereto, Defendants did not investigate the accuracy of the Plavix drug product labeling.

37. Defendants were negligent in failing to report published articles and overwhelming scientific evidence of the true effects described above to the FDA, healthcare providers and patients, including Plaintiff.

38. Defendants were required to report literature, papers; and, to undertake action to reflect truthful and accurate information in its labeling and promotional materials and failed to do so.

IV. ALLEGATIONS

39. Defendants are under a duty to ensure that their Plavix drug product labels are accurate.

40. Defendants failed to ensure its Plavix warnings to the medical community were accurate and adequate and breached this duty.

41. Defendants have a duty to conduct post market safety surveillance; to review all adverse drug event information, and to report any information bearing on the risk and/or prevalence of side effects caused by Plavix drug products, the medical community, Plaintiff's physician, Plaintiff and other foreseeable users and failed to fulfill this duty.

42. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because it failed to conduct post market safety surveillance of Plavix, and failed to report any significant data regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of their Plavix drug products.

43. Defendants breached their duty to the medical community, Plaintiff's

physicians, Plaintiff, and other foreseeable users similarly situated because Defendants failed to review all adverse drug event information (ADE), and to report any information bearing upon the adequacy and/or accuracy of its warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by Plavix drug products to said persons and other foreseeable users.

44. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because it failed to periodically review all medical literature and failed to report significant data concerning the lack of efficacy and side effects associated with Plavix.

45. Defendants knew or should have known about the side effects, risks, misleading and inaccurate information contained in Plavix drug product labels and knowingly and intentionally withheld that information and or failed to report that information to the medical community, physicians, Plaintiff, plaintiff's physicians and other foreseeable users.

46. At all times material hereto, Defendants were aware of the serious side effects described herein which were caused by Plavix drug products and failed to fulfill the obligation to report and divulge said side effects, and in doing so, mislead the medical community, physicians, Plaintiff's physicians, Plaintiff and other foreseeable users about the safety and efficacy of Plavix drug products.

47. At all times material hereto, Defendants knew or should have known that physicians and plaintiff were unaware of or did not fully appreciate the seriousness of the risks associated with use of Plavix drug products and the lack of benefit.

48. At the time Defendants made the above-described representations, Plaintiff and Plaintiff's physicians were ignorant of the falsity of the representations and reasonably believed them to be true.

49. Plaintiff's serious and permanent injuries, as described above, came about as a foreseeable and proximate result of Defendants' failure to correct false and misleading information it disseminated to physicians, which contained inaccurate, misleading, materially incomplete, false and otherwise inadequate information concerning the efficacy, safety and potential side effects of Plavix.

50. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice and Plaintiff's are therefore entitled to punitive damages to deter Defendants and others from engaging in similar conduct in the future.

51. As a proximate result of the fraud and deceit of Defendants, Plaintiff sustained the injuries and damages as described in this Complaint.

52. Defendants have an absolute duty to disclose the true facts regarding the safety of Plavix drug products to the medical community, to physicians and their patients, which they negligently and/or intentionally failed to do.

53. Defendants have a duty to ensure that they had a reasonable basis for making the representations regarding the safety; efficacy, risks and benefits of Plavix were accurate which it negligently and/or intentionally failed to do.

54. Plaintiff would not have suffered Plaintiff's injuries but for the above misrepresentations or omissions of Defendants.

55. Defendants' misrepresentations or omissions were a cause in fact and a

proximate cause of Plaintiff's damages.

56. A reasonably competent physician who prescribed Plavix and a reasonably competent Plaintiff who consumed Plavix would not realize its dangerous condition.

57. The reasonably foreseeable use of Plavix drug products involved substantial dangers not readily recognizable by Plaintiff's physicians, who acted as ordinary, reasonable and prudent physicians would, when prescribing Plavix to ordinary, reasonable and prudent patients, like Plaintiff.

58. As a direct and proximate result of the aforesaid acts of and/or omissions by the Defendants, Plaintiff, has:

(a) Suffered severe and permanent injuries, which she will be forced to endure for the remainder of her life;

(b) Suffered physical impairment and disfigurement; and

(c) Suffered physical pain and suffering;

(d) Suffered mental pain and suffering; and

(e) Suffered from loss of enjoyment of life; and

(f) Incurred and will continue to incur various sums of money for past, present and future medical expenses associated with monitoring and treating Plaintiffs injuries; and

(g) Incurred attorney's fees and expenses of litigation related to this action.

59. Defendants' actions were intentional, willful, wanton, oppressive, malicious, and reckless, evidencing such an entire want of care as to raise the presumption of a conscious indifference to the consequences and acted only out of self interest and personal gain and evidenced a specific intent to cause harm to Plaintiff.

60. Plaintiff's serious and permanent injuries came about as a foreseeable and proximate result of the Defendants' dissemination of inaccurate, misleading, materially

incomplete, false, and otherwise inadequate information concerning the effects of exposure and ingestion of Plavix to the medical community, physicians, Plaintiff's physician, Plaintiff and other foreseeable users of Plavix.

61. Plaintiff has experienced and will continue to experience medical and related expenses, loss of ability to provide household services, disfigurement, disability, pain and suffering, psychological injury and other injuries and damages due to the injuries suffered caused by the ingestion of Defendants' Plavix drug products.

62. The running of any statute of limitations has been tolled by reason of Defendants' fraudulent concealment. Defendants, through failing to disclose, for eight years, the truth about the safety and efficacy of Plavix, to Plaintiff's physicians and/or Plaintiff, and misrepresenting Plavix as safe and efficacious for its intended use, actively concealed from said individuals the true risks associated with the use of Plavix drug products.

63. Plaintiff had no knowledge that Defendants was engaged in the wrongdoing alleged herein. Because of the fraudulent acts of concealment of wrongdoing by the Defendants, the Plaintiff could not have reasonably discovered the wrongdoing at any time prior to the commencement of this action.

64. Neither, Plaintiff, nor Plaintiff's physicians, could have possibly determined the nature, extent and identity of related health risks associated with Plavix, and reasonably relied on Defendants to disseminate truthful and accurate safety and efficacy information about its drug and warn of the side effects complained of herein.

65. Furthermore, Defendants are estopped from relying on any statute of

limitations because of their fraudulent concealment of the defective nature of Plavix. Defendants were under a duty to disclose the true character, quality, and nature of Plavix because this was non-public information over which the Defendants have, and continue to have, exclusive control, and because Defendants knew this information was not available to the Plaintiff or their physicians. In addition, the Defendants are estopped from relying on any statute of limitations because of their concealment of these facts.

COUNT I

STRICT PRODUCTS LIABILITY

(Failure to Warn)

66. Plaintiffs incorporate by reference paragraphs 1 through 107 above, as if fully set forth.

67. At all relevant times the Defendants were engaged in the business of manufacturing, designing, testing, marketing, promoting, distributing, and/or selling Plavix.

68. Plavix is defective and unreasonably dangerous to consumers.

69. At all times mentioned in this Complaint Plavix was defective and/or unreasonably dangerous to Plaintiffs and other foreseeable users at the time it left the control of the Defendants.

70. Plavix is defective in its design or formulation in that when it left the hands of the Defendants, its foreseeable risks exceed the benefits associated with its design and formulation and/or it was more dangerous than an ordinary consumer would expect.

71. The foreseeable risks associated with the design or formulation of Plavix, include, but are not limited to, the fact that the design or formulation of Plavix is more

dangerous than a reasonably prudent consumer would expect when used in an intended and reasonably foreseeable manner.

72. At all times material to this action, Plavix was expected to reach, and did reach consumers in the State of Arizona and throughout the United States, including the Plaintiff, without substantial change in the condition in which it was sold.

73. Defendants, developed, marketed and distributed Plavix drug products to the general public even after learning of the design and manufacturing defects that threatened the intended use of Plavix.

74. Defendants knew or should have known through testing, adverse event reporting, or otherwise, that Plavix created a high risk of bodily injury and serious harm.

75. The dangerous propensities of Plavix drug products were known or scientifically knowable, through appropriate research and testing, to the Defendants at the time said Defendants distributed, supplied, or sold Plavix, and not known to ordinary physicians who would be expected to prescribe Plavix for their patients.

76. Plavix drug products, as distributed, were defective and unreasonably dangerous inasmuch as Plavix were not accompanied by warnings and instructions that were appropriate and adequate to render Plavix reasonably safe for their ordinary, intended, and reasonably foreseeable uses, in particular the common, foreseeable, and intended use of Plavix.

77. In order to advance Defendant's own pecuniary interests, Defendants intentionally proceeded with the manufacturing, the sale and distribution, and marketing of Plavix drug products with knowledge that consumers would be exposed to serious danger.

78. At all times material to this action, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a "defective" and "unreasonably dangerous" condition, at the time it was placed in the stream of commerce in ways that include, but are not limited to one or more of the particulars:

(a) At the time Plavix left the control of the Defendants Plavix was defective and unreasonably dangerous due to a failure to contain adequate warnings or instructions, or, in the alternative, because it was designed in a defective manner, or, in the alternative, because Plavix breached an express warranty or failed to conform to other expressed factual representations upon which Plaintiffs' physicians justifiably relied, or because it breached an implied warranty, all of which proximately caused the damages for which Plaintiffs seek recovery herein.

(b) Plavix drug products were not reasonably safe as designed, taking into account the foreseeable risks involved in its use at the time Plavix left the possession of the Defendants, and that such risks clearly outweighed the utility of Plavix therapy or its therapeutic benefits, and subjected Plaintiffs to the risk of suffering avoidable heart attacks, strokes, blood disorders, abnormal bleeding and even death in an unacceptably high number of its users;

(c) At the time Plavix left the control of the Defendants Plavix possessed a dangerous characteristic that may cause damage and it was not reasonably safe due to inadequate or defective warnings or instructions that were known or reasonably scientifically knowable at the time Plavix left the possession of the Defendants. Specifically, although the Defendants were well aware that Plavix products could potentially cause severe side effects.

(d) The Defendants' warnings or instructions were not of a nature that a reasonably prudent drug company in the same or similar circumstances would have provided with respect to the danger. There were no warnings or instructions that communicate sufficient information on the dangers and safe use of Plavix taking into account the characteristics of the Plavix, and/or the ordinary knowledge common to the physician who prescribes and the consumer who purchases Plavix, such as the Plaintiffs.

(e) Plavix manufactured and supplied by the Defendants were further defective due to inadequate post-marketing warning or instruction because, after the Defendants knew or should have known of the risks of injury from Plavix drug products associated with the use as commonly prescribed, Defendants failed to promptly respond to and adequately warn about the risks of suffering avoidable heart attacks,

strokes, blood disorders, abnormal bleeding and death associated with the use of Plavix.

(f) When placed in the stream of commerce of commerce, Plavix was defective in design and formulation, making the use of Plavix more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other similar drugs on the market including Aspirin;

(g) Plavix was insufficiently tested.

79. The Defendants knew, or in light of reasonably available scientific knowledge should have known, about the danger that caused the injuries for which Plaintiff seeks recovery.

80. The Defendants knew or in light of reasonably available scientific knowledge should have known about the danger associated with use of Plavix that caused the damages for which Plaintiff seeks recovery.

81. The reasonably foreseeable use of Plavix involved substantial dangers not readily recognizable by the ordinary physician who prescribed Plavix or the patient, including Plaintiff, who consumed Plavix drug products.

82. The Defendants knew that Plavix drug products were to be prescribed by physicians and used by consumers without inspection for defects in the product or in any of its components or ingredients and that Plavix were not properly prepared nor accompanied by adequate warnings of the dangerous propensities that were known or reasonably scientifically knowable at the time of distribution.

83. Plaintiff and Plaintiff's physicians did not know, nor had reason to know, at the time of the use of Defendants' Plavix drug products, or at any time prior to its use, of the existence of the above-described defects and inadequate warnings.

84. The above defects caused serious injuries to Plaintiff when Plavix was used in

its intended and foreseeable manner, and in the manner recommended by the Defendants and/or in a non-intended manner that was reasonably foreseeable.

85. In addition, at the time that Plavix left the control of the Defendants, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of Plaintiff's injuries without impairing the reasonably anticipated or intended function of Plavix. These safer designs were economically and technologically feasible and would have prevented or significantly reduced the risk of Plaintiff's injuries without substantially impairing Plavix's utility.

86. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

COUNT II

STRICT PRODUCT LIABILITY

(Pursuant to Restatement Second of Torts 402(a) (1965)

87. Plaintiff repeats, re-alleges the allegations set forth in the paragraphs above as if fully set forth herein.

88. The Plavix manufactured and/or distributed and/or supplied by defendants was

defective in design or formulation in that, when it left the hands of the manufacturers and/or suppliers and/or distributors, the foreseeable risks exceed the benefits associated with the design and formulation of the drug.

89. Alternatively, the Plavix manufactured and/or distributed and/or supplied by defendants was defective in design or formulation in that, when it left the hands of the manufactures and/or suppliers and/or distributors, it was unreasonably dangerous, it was more dangerous than an ordinary consumer would expect and more dangerous than alternative drugs available for the treatment of acute coronary syndrome, recent myocardial infarction, or established peripheral arterial disease.

90. There existed, at all times material hereto, safer alternative medications.

91. Defendant did not perform adequate testing upon PLAVIX. Adequate testing would have revealed that PLAVIX causes serious adverse effects as described in this complaint with respect to which full and proper warnings accurately and fully reflecting symptoms, scope, and severity should have been made.

92. The PLAVIX manufactured, designed, marketed, distributed and/or sold by defendants was unaccompanied by proper and adequate warnings regarding adverse effects associated with the use of PLAVIX and the severity and duration of such adverse effects; the warnings given did not accurately reflect the symptoms, scope or severity of adverse effects and did not accurately relate the lack of efficacy.

93. Defendant did not warn the FDA of material facts regarding the safety and efficacy of PLAVIX, which facts defendant knew or should have known.

94. The PLAVIX manufactured and/or distributed and/or supplied by defendant

was defective due to inadequate post-marketing warning or instructions, because, after the defendant knew or should have known of the risk of injury from PLAVIX, they failed to provide adequate warnings to users or consumer of PLAVIX and continued to promote PLAVIX.

95. As a result of the defective condition of PLAVIX, Plaintiff has suffered damage and injury.

COUNT III

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

96. Plaintiff repeats, and re-alleges the allegations set forth in the paragraphs above as if fully set forth herein.

97. Through intentional, reckless, and extreme conduct Defendants knowingly denied Plaintiff adequate opportunity in measuring the level of risk related to Plavix drug products. By withholding information of known design and manufacturing defects and concealing those fatal problems, Defendants created a false sense of security for Plaintiff, who assumed the reasonable safety of Plavix.

98. Defendants' conduct of intentional omission, concealment, and failure to warn of the design and manufacturing defects caused Plaintiff to suffer injuries, harm, and economic loss as alleged herein, including a permanent and substantial injuries, and expenses attributable to Plaintiff's condition.

99. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will

continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

100. The injuries described herein entitle Plaintiff to compensatory damages and equitable and declaratory relief, along with all appropriate damages according to proof.

COUNT IV

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

101. Plaintiff repeats and re-alleges the allegations set forth in the paragraphs as if fully set forth herein.

102. Defendants negligently failed to disclose or warn of the inherent risks and defects associated with the use of Plavix drug products. Defendants negligently manufactured, distributed, marketed, and sold Plavix to Plaintiff, while knowingly concealing design, manufacturing and safety defects, and misrepresenting the risks of severe side effects, quality, safety, and efficacy of Plavix.

103. Defendants' negligent conduct inflicted Plaintiff with severe emotional distress through Plaintiff's subsequent injuries resulting from the use of Plavix.

104. Defendants' negligent conduct of willful omission and concealment of design, manufacturing and safety defects in order to induce ingestion of their Plavix drug products caused Plaintiff severe emotional distress.

105. As a direct and proximate result of the wrongful acts of the Defendants,

Plaintiff developed severe side effects as described herein and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

COUNT V

COMMON LAW FRAUD

106. Plaintiff repeats, and re-alleges the allegations of the prior paragraphs as if set forth at length herein.

107. Defendant made material representations that were false and that were either known to be false when made or were asserted without knowledge of their truth. Defendant had in its possession adverse drug event reports, drug studies and other documentation about PLAVIX and yet made the following misrepresentations:

a. Misrepresentations regarding the frequency of PLAVIX related adverse event reports or occurrences in the PLAVIX label, package, insert or PDR label;

b. Misrepresentations as to existence, occurrence and frequency of occurrences, severity and extent of the overall risks of PLAVIX;

c. Misrepresentations as to the efficacy of PLAVIX;

d. Misrepresentations as to the number of adverse events, deaths and birth defects, reported with the use of PLAVIX;

e. Misrepresentations regarding the nature, seriousness, and severity of adverse events reported with the use of PLAVIX.

108. Defendants intended that these misrepresentations be relied upon by physicians, including Plaintiff's physicians, healthcare providers and consumers. Plaintiff did rely upon the misrepresentations that caused Plaintiff's injuries.

COUNT VI

NEGLIGENCE

109. Plaintiff repeats and re-alleges the allegations of the prior paragraphs as if fully set forth at length herein.

110. Defendants owed Plaintiff legal duties in connection with its development, manufacture and distribution of PLAVIX. Defendants breached those duties, proximately causing Plaintiff's injuries. Specifically, Defendants failed to meet its duty to use reasonable care in the testing, creating, designing, manufacturing, labeling, packaging, marketing, selling and warning of PLAVIX. Defendant is liable for acts and/or omissions amounting to negligence, gross negligence and/or malice, including, but not limited to the following:

(a) Failure to adequately warn Plaintiff and Plaintiff's physicians of the known or reasonably foreseeable danger that Plaintiff would suffer a serious injury or death by ingesting PLAVIX;

(b) Failure to adequately warn Plaintiff and Plaintiff's physicians of the known or reasonably foreseeable danger that Plaintiff would suffer a serious injury or death by ingesting PLAVIX in unsafe doses;

(c) Failure to use reasonable care in testing and inspecting PLAVIX so as to ascertain whether or not it was safe for the purpose for which it was designed, manufactured and sold;

(d) Failure to use reasonable care in implementing and/or utilizing a reasonably safe design in the manufacture of PLAVIX;

(e) Failure to use reasonable care in the process of manufacturing PLAVIX in a reasonably safe condition for the use for which it was intended;

(f) Failure to use reasonable care in the manner and method of warning Plaintiff and Plaintiff's physicians as to the danger and risks of using PLAVIX in unsafe doses;

(g) Such further acts and/or omissions that may be proven at trial.

111. The above-described acts and/or omissions of Defendant were a direct and proximate cause of the severe, permanent and disabling injuries and resulting damages to Plaintiff.

COUNT VII

NEGLIGENT MISREPRESENTATION

112. Plaintiff repeat and re-allege the allegation of the prior paragraphs as if fully set forth herein.

113. Defendant failed to communicate to Plaintiff and/or the general public that the ingestion of PLAVIX could cause serious injuries after it became aware of such risks. Instead, Defendant represented in its marketing that PLAVIX was safe and effective.

114. Plaintiff brings this cause of action against Defendant under the theory of negligent misrepresentation for the following reasons:

a. Defendant, individually, and through its agents, representatives, distributors and/or employees, negligently misrepresented material facts about PLAVIX in that they made such misrepresentations when they knew or reasonably should have known of the falsity of such misrepresentations. Alternatively, Defendant made such misrepresentations without exercising reasonable care to ascertain the accuracy of these representations;

b. The above misrepresentations were made to Plaintiff, as well as the general public;

c. Plaintiff and their healthcare providers justifiably relied on Defendant's misrepresentations; and

d. Consequently, Plaintiff ingested PLAVIX to Plaintiff's detriment.

Defendant's negligent misrepresentations proximately caused Plaintiff's injuries and monetary loss.

COUNT VIII

FRADULENT MISREPRESENTATION

115. Plaintiff repeats and re-alleges the allegation of the prior paragraphs as if fully set forth herein.

116. Defendant is engaged in the business of selling PLAVIX. By advertising, labels, or otherwise, Defendant has made to Plaintiff, and the public, a misrepresentation of a material fact concerning the character or quality of PLAVIX.

117. Plaintiff justifiably relied on Defendant's misrepresentation in purchasing PLAVIX. Plaintiff has suffered physical harm proximately caused by Defendant's misrepresentations regarding the character or quality of PLAVIX.

COUNT IX

EXPRESS WARRANTY

118. Plaintiff repeats and re-alleges the allegation of the prior paragraphs as if fully set forth herein.

119. Defendants is a merchant and/or seller of PLAVIX. Defendants sold Plavix to consumers, including Plaintiff, for the ordinary purpose for which consumers use such drugs. Defendants made representations to Plaintiff about the quality or characteristics of PLAVIX by affirmation of fact, promise and/or description. The representation by Defendants became part of the basis of the bargain between Defendants and Plaintiffs. PLAVIX did not comport with the representations made by Defendants in that it was not safe for the use for

which it was marketed. This breach of duty by Defendants was a proximate cause of the injuries and monetary loss suffered by Plaintiff.

COUNT X

IMPLIED WARRANTY

120. Plaintiff repeats and re-alleges the allegation of the prior paragraphs as if fully set forth herein.

A. WARRANTY OF MERCHANTABILITY

121. Defendants are merchant and/or sellers of PLAVIX. PLAINTIFF purchased PLAVIX from Defendant and used PLAVIX for the ordinary purpose for which consumers use it. At the time it was purchased by Plaintiff, PLAVIX was not fit for the ordinary purpose for which such drugs are used. PLAVIX was not fit for the ordinary purpose for which such drugs are used because it was not manufactured, designed or marketed in a manner to accomplish its purpose safely. Defendant's breach of its implied warranty of merchantability caused Plaintiff's injuries and monetary losses.

B. WARRANTY OF FITNESS

122. Defendants sold PLAVIX to Plaintiff with the knowledge that Plaintiff was purchasing PLAVIX for a particular purpose. Further Defendants, knew, or should have known, that Plaintiff was relying on Defendant's skill or judgment to select goods fit for Plaintiff's purpose.

123. Defendant delivered goods that were unfit for Plaintiff's particular purpose, and thus breached its implied warranty of fitness. Defendant's failure to select and sell a product, which was reasonably safe for its intended use proximately, caused Plaintiff's

injuries and monetary losses.

THEREFORE, the Plaintiff demands judgment as to all counts in Plaintiff's favor and against DEFENDANTS in a sum in excess of the jurisdictional requirement of this court; for costs herein incurred; attorney's fees; for such other and further relief as this Court deems just and proper; and demands that the issues herein contained be tried to a jury.

DATED this 19th day of January, 2011.

By _____/s/Jeffrey B. Miller
Jeffrey B. Miller, Esq.
MILLER WEBER KORY LLP
1112 East Washington Street
Phoenix, Arizona 85034
Attorney for Plaintiff

ORIGINAL of the foregoing electronically filed
@ https://efiling.clerkofcourt.maricopa.gov
this 19th day of January, 2011, with

Maricopa County Superior Court

By ___/s/Boo DeMarchi

MICHAEL K. JEANES
Clerk of the Superior Court
By Carrie Allen, Deputy
Date 01/13/2011 Time 16:15:30

Description	Amount
CASE# CV2011-000415	
CIVIL NEW COMPLAINT	301.00
TOTAL AMOUNT	301.00

Receipt# 21081703

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Pro Hac to Be Submitted

IN SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

BEATRICE MILLS,

Plaintiff,

v.

BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and SANOFI-SYNTHELABO, INC.

Defendants.

Case No. CV2011-000415

COMPLAINT

COMES NOW Beatrice Mills, hereinafter referred to as the "Plaintiff" who files this Complaint, complaining of and for her cause of action against, BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS, U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., AND SANOFI-SYNTHELABO, INC., the Plaintiffs, by and through their undersigned attorney, for their Complaint against Defendants, state and allege as follows:

This action is brought by Plaintiff seeking damages for personal injuries and economic damages suffered as a result of a defective and dangerous pharmaceutical product, PLAVIX. Plaintiff's damages arose as a result of her ingestion of Defendants PLAVIX drug which was manufactured, marketed, distributed and sold by Defendants and/or Defendants representatives and placed in the stream of commerce in this state by Defendants.

I.

PARTIES

PLAINTIFFS

1. Plaintiff, Beatrice Mills, a natural person, is a citizen and resident of Fountain Hills, Maricopa County. Currently, Beatrice Mills resides at 16003 Burro Drive, Fountain Hills, Maricopa County, Arizona 85268, and was treated in said county for her injuries. At all times relative to this complaint, Beatrice Mills, resided at 739 Las Colinas, Chandler, Maricopa County, New Mexico, 85249.

DEFENDANTS

2. Defendant, Bristol-Myers Squibb Company (hereinafter referred to as "BMS") is a pharmaceutical manufacturing and marketing company that partners with Sanofi-Aventis (now Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc.) to manufacture and market Plavix in the United States. The headquarters for Bristol-Myers Squibb Company is located at 345 Park Avenue, New York, New York, 10145-0037.

3. Defendant, Sanofi-Aventis U.S. L.L.C. is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S. L.L.C. is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey 08807-0912.

4. Defendant, Sanofi-Aventis U.S., Inc., is a subsidiary of the French pharmaceutical company, Sanofi-Aventis, which partners with Defendant Bristol-Myers Squibb Company to manufacture and market Plavix in the United States. The American base for Sanofi-Aventis U.S., Inc., is 400 Somerset Corporate Boulevard, SC4-310A, Bridgewater, New Jersey, 08807-0912.

5. Defendant, Sanofi-Synthelabo, Inc., is a Delaware corporation with its commercial headquarters at 90 Park Avenue, New York, New York, 10016. Sanofi-Synthelabo, Inc., did business as Sanofi Pharmaceuticals, Inc., and was the sponsor for Plavix application for Plavix. Sanofi-Synthelabo, Inc., is an affiliate of Sanofi-Aventis, Sanofi-Aventis U.S. LLC and Sanofi-Aventis U.S., Inc., that was instrumental in bringing Plavix to market.

6. The three Sanofi Defendants—Sanofi-Aventis U.S. LLC, Sanofi-Aventis U.S. Inc., and Sanofi-Synthelabo, Inc., will be collectively referred to as "Sanofi" in this complaint.

II.

JURISDICTION AND VENUE

7. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments, this Court has *in personam* jurisdiction over the Defendants, because Defendants are present in the State of Arizona such that requiring an appearance does not offend traditional notions of fair play and substantial justice.

8. This Court has personal jurisdiction over the Defendants, pursuant to, and consistent with, Arizona's long-arm statute and the Constitutional requirements of Due Process in that the Defendants acting through agents or apparent agents, committed one or more of the following:

a. Defendants transacted business in the State of Arizona;

b. Defendants owned, used or possessed real estate situated in the State of Arizona;

c. Defendants made or performed a contract or promise substantially connected within this state;

d. Defendants do business in and within Arizona; and,

e. Requiring Defendants to litigate this claim in Arizona does not offend traditional notions of fair play and substantial justice and is permitted by the United States Constitution.

9. Defendants marketed, promoted, and sold Plavix throughout the United States, including Maricopa County, Arizona. Additionally, the Plaintiffs herein suffered injury from Plavix in Maricopa County, Arizona. Accordingly venue is proper under the Arizona Code of Civil Procedure.

III.

FACTS COMMON TO ALL COUNTS

10. This is an action for damages suffered by Plaintiff as a direct and proximate result of the Defendants' negligence and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling and sale of Plavix.

11. At all material times, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by the Defendants.

12. The Sanofi Defendants and BMS co-developed Plavix, applying in April 1997, for a rare *priority regulatory review*, by the U.S. Food and Drug Administration (FDA), which cleared the way for the Defendants to bring Plavix to market in November 1997.

13. The rush to obtain FDA approval of Plavix is indicative of Defendants' emphasis on marketing and profit making over patient safety.

14. Plavix was heavily marketed directly to consumers through television, magazine and Internet advertising. It was touted as a "super-aspirin," that would give a person even greater cardiovascular benefits than a much less expensive, daily aspirin while being safer and easier on a person's stomach than aspirin. Those assertions have proven to be false.

15. The truth is that BMS and Sanofi always knew, or if they had paid attention to the findings of their own studies, should have known, that Plavix was not more efficacious than aspirin to prevent heart attacks and strokes. More importantly though, Defendants knew or should have known that when taking Plavix, the risk of suffering a heart attack, stroke, internal bleeding, blood disorder, or death far outweigh any potential benefit.

16. Still, BMS and Sanofi continued to exaggerate the results of their own studies and made false statements in their advertising and promotional materials for the purpose of increasing their profits from Plavix sales.

17. The profit at stake for the Defendants is enormous. By way of illustration, in 2005, Plavix, was the sixth top selling drug in the United States and the Defendants enjoy annual sales of Plavix totaling $3,800,000,000.00 (3.8 billion dollars).

18. BMS and Sanofi Defendants repeatedly thwarted the law and their duty to tell the public the truth about Plavix they were over-promoting for profit. The FDA issued numerous letters insisting these Defendants stop their misleading, over-promotional practices.

19. As examples, in 1998, the FDA requested the Defendants stop promoting Plavix for off-label use in patients receiving arterial stents. In the same reprimand, the FDA noted that not only were the Defendants' marketing Plavix to physicians for a treatment for which it had not been approved, but also were recommending that a non-FDA approved dosage nearly four (4) times that of other applications be given.

20. That same FDA warning criticized the Defendants' attempts at over-promotion of Plavix for unapproved use for lacking fair balance and failing to disclose any of the risks associated with its use. In particular, the FDA criticized that the Defendants were claiming to physicians, in their promotional letter, that Plavix was safe for use with other drugs. This, said the FDA, was overstating the safety profile of Plavix. In particular, its safety when combined

with aspirin (known as "dual therapy") had not been established, yet Defendants were making a claim that the dual combination therapy of aspirin plus Plavix was safe. This claim has now been proven to be untrue in a recent study called CHARISMA (the Clopidogrel for High Atherothrombotic Risk and Ischemic Stabilization, Management and Avoidance Trial), which was reported in *The New England Journal of Medicine*, April 20, 2006.

21. Again in 1998, the FDA issued a letter demanding the Defendants immediately cease distribution of advertising materials that claimed that Plavix has been proven to be more effective than aspirin. The FDA criticized this marketing ploy as an overstatement of efficacy that is lacking in fair balance and unsubstantiated.

22. Undaunted, the Defendants were back in the business of hiding bad facts about their drug and fabricating more favorable information so they could sell large quantities of Plavix and make giant corporate profits. In 2001, the FDA was again forced to order Defendants to immediately cease distribution of promotional materials that made unsubstantiated claims about Plavix and was misleading. Specifically, the Defendants' promotional materials mislead consumers about their own study, called CAPRIE (Clopidogrel versus Aspirin in Patients at Risk of Ischemic Events). While the Defendants' trumped-up promotional material claimed that Plavix was 19.2% better than aspirin, the actual findings of the CAPRIE study were that Plavix was not proven to be significantly more effective than aspirin-providing a 2.9% reduction in ischemic events versus a 3.47% reduction of ischemic events for the study participants who had been given aspirin. Defendants again claimed that the use of Plavix combined with aspirin was safe and effective, and again, the FDA forced Defendants to stop saying that because it had not been proven to be true.

23. In addition to misinforming physicians and the public through their advertising to consumers and promotional materials for doctors, Defendants' drug representatives have also

misinformed physicians about the proper types of patients who should be given Plavix, the duration of its proper usage, and the applications for which it is safe and FDA approved.

24. Defendants, through, their drug representatives, and their promotional efforts, have encouraged physicians to prescribe Plavix to a broad population of people who would receive the same therapeutic benefit from aspirin alone, (without risking death) and to use Plavix for unapproved applications.

25. The result is that physicians are prescribing Plavix to people who could be cheaply and effectively protected against ischemic events by a simple aspirin, to pay approximately four dollars ($4.00) a day for a dose of Plavix.

26. Defendants' nearly eight-year run of lying to physicians and to the public about the safety and efficacy of Plavix for the sole purpose of increasing corporate profits has now been uncovered by scientific studies that reveal that not only is Plavix not worth its high price—it is dangerous.

27. The Chan study, written about in *The New England Journal of Medicine*, and named for the scientific researcher who conducted it, showed the fallacy of Defendants' assertion that Plavix is safer and more effective for patients who have a gastrointestinal intolerance to aspirin. The Chan study compared the effects of Aspirin and Plavix on patients who had previously had stomach ulcers that had healed. In that group, the incidence of recurring stomach bleeding was 8.6% in the Plavix group versus only .7% in the aspirin group. Dr. Chan recommended that the prescribing guidelines for Plavix be changed so that the patients would not erroneously believe that Plavix is safer on the stomach than aspirin.

28. The Chan study also uncovered the fact that an aspirin a day plus esomeprazole (the generic name for a cheap, over the counter proton pump inhibitor like Prilosec) is far more

cost effective for the consumer than paying for a four-dollar ($4.00) a day Plavix pill that greatly increases the risk of stomach bleeding.

29. Most recently, the CHARISMA trial uncovered another truth about Plavix. It found that Plavix plus aspirin (dual therapy) is only minimally more effective than aspirin plus placebo at preventing atherothrombotic events. But more importantly, it found that in patients who do not have peripheral arterial disease (PAD) or acute coronary syndrome (ACS), Plavix plus aspirin (dual therapy) poses a 20% increased risk to the patient of suffering bleeding injuries, heart attacks, stroke and death. In other words, in those patients without ACS or PAD, dual therapy with aspirin and Plavix does more harm than good.

30. Despite the growing body of scientific knowledge that the four-dollar ($4.00) Plavix pill was not much better than a four-cent-a-day aspirin, Defendants kept promoting it to the public and to physicians, using hyperbole and outright falsification in the process.

31. Plaintiff, Beatrice Mills, was prescribed Plavix on or about January 7, 2009, by Dr. L. Xavier and continued on Plavix thereafter. On January 12, 2009, Plaintiff began to hemorrhage and sought medical treatment at the Mercy Gilbert Hospital. On January 20, 2009, Beatrice Mills was released from Mercy Gilbert Hospital. Subsequently, Beatrice Mills was re-admitted to Mercy Gilbert Hospital, on January 25, 2009, for continual problems relating to clotting and bleeding. Beatrice Mills was finally discharged from the hospital on January 30, 2009.

32. The label for Plavix drug products, known as the "Package Insert" was developed by the Defendants and accompanied all Plavix prescription drug products and/or samples and was published in the Physician's Desk Reference.

33. Drug labeling is to include accurate information concerning a drug's active and inactive ingredients, clinical pharmacology, indications, usage, efficacy, contraindications, warnings, precautions and side effects.

34. Defendants failed to fully, truthfully and accurately communicate the safety and efficacy of Plavix drug products and intentionally and fraudulently mislead the medical community, physicians, Plaintiff's physicians and Plaintiff about the risks associated with Plavix.

35. Defendants fraudulently and aggressively promoted Plavix drug products to physicians for use in patients, such as Plaintiff, through medical journal advertisements, use of mass mailings, and direct communications, as well as other promotional materials including package inserts, physician desk reference, monographs and patient brochures, leaflets and hand outs as these materials downplayed the significance of the adverse effects of Plavix.

36. At all relevant times hereto, Defendants did not investigate the accuracy of the Plavix drug product labeling.

37. Defendants were negligent in failing to report published articles and overwhelming scientific evidence of the true effects described above to the FDA, healthcare providers and patients, including Plaintiff.

38. Defendants were required to report literature, papers; and, to undertake action to reflect truthful and accurate information in its labeling and promotional materials and failed to do so.

IV. ALLEGATIONS

39. Defendants are under a duty to ensure that their Plavix drug product labels are accurate.

40. Defendants failed to ensure its Plavix warnings to the medical community were accurate and adequate and breached this duty.

41. Defendants have a duty to conduct post market safety surveillance; to review all adverse drug event information, and to report any information bearing on the risk and/or prevalence of side effects caused by Plavix drug products, the medical community, Plaintiff's physician, Plaintiff and other foreseeable users and failed to fulfill this duty.

42. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because it failed to conduct post market safety surveillance of Plavix, and failed to report any significant data regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of their Plavix drug products.

43. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because Defendants failed to review all adverse drug event information (ADE), and to report any information bearing upon the adequacy and/or accuracy of its warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by Plavix drug products to said persons and other foreseeable users.

44. Defendants breached their duty to the medical community, Plaintiff's physicians, Plaintiff, and other foreseeable users similarly situated because it failed to periodically review all medical literature and failed to report significant data concerning the lack of efficacy and side effects associated with Plavix.

45. Defendants knew or should have known about the side effects, risks, misleading and inaccurate information contained in Plavix drug product labels and knowingly and intentionally withheld that information and or failed to report that information to the medical community, physicians, Plaintiff, plaintiff's physicians and other foreseeable users.

46. At all times material hereto, Defendants were aware of the serious side effects described herein which were caused by Plavix drug products and failed to fulfill the obligation to report and divulge said side effects, and in doing so, mislead the medical community, physicians,

Plaintiff's physicians, Plaintiff and other foreseeable users about the safety and efficacy of Plavix drug products.

47. At all times material hereto, Defendants knew or should have known that physicians and plaintiff were unaware of or did not fully appreciate the seriousness of the risks associated with use of Plavix drug products and the lack of benefit.

48. At the time Defendants made the above-described representations, Plaintiff and Plaintiff's physicians were ignorant of the falsity of the representations and reasonably believed them to be true.

49. Plaintiff's serious and permanent injuries, as described above, came about as a foreseeable and proximate result of Defendants' failure to correct false and misleading information it disseminated to physicians, which contained inaccurate, misleading, materially incomplete, false and otherwise inadequate information concerning the efficacy, safety and potential side effects of Plavix.

50. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice and Plaintiff's are therefore entitled to punitive damages to deter Defendants and others from engaging in similar conduct in the future.

51. As a proximate result of the fraud and deceit of Defendants, Plaintiff sustained the injuries and damages as described in this Complaint.

52. Defendants have an absolute duty to disclose the true facts regarding the safety of Plavix drug products to the medical community, to physicians and their patients, which they negligently and/or intentionally failed to do.

53. Defendants have a duty to ensure that they had a reasonable basis for making the representations regarding the safety; efficacy, risks and benefits of Plavix were accurate which it negligently and/or intentionally failed to do.

54. Plaintiff would not have suffered Plaintiff's injuries but for the above misrepresentations or omissions of Defendants.

55. Defendants' misrepresentations or omissions were a cause in fact and a proximate cause of Plaintiff's damages.

56. A reasonably competent physician who prescribed Plavix and a reasonably competent Plaintiff who consumed Plavix would not realize its dangerous condition.

57. The reasonably foreseeable use of Plavix drug products involved substantial dangers not readily recognizable by Plaintiff's physicians, who acted as ordinary, reasonable and prudent physicians would, when prescribing Plavix to ordinary, reasonable and prudent patients, like Plaintiff.

58. As a direct and proximate result of the aforesaid acts of and/or omissions by the Defendants, Plaintiff, has:

(a) Suffered severe and permanent injuries, which she will be forced to endure for the remainder of her life;

(b) Suffered physical impairment and disfigurement; and

(c) Suffered physical pain and suffering;

(d) Suffered mental pain and suffering; and

(e) Suffered from loss of enjoyment of life; and

(f) Incurred and will continue to incur various sums of money for past, present and future medical expenses associated with monitoring and treating Plaintiffs injuries; and

(g) Incurred attorney's fees and expenses of litigation related to this action.

59. Defendants' actions were intentional, willful, wanton, oppressive, malicious, and reckless, evidencing such an entire want of care as to raise the presumption of a conscious indifference to the consequences and acted only out of self interest and personal gain and evidenced a specific intent to cause harm to Plaintiff.

60. Plaintiff's serious and permanent injuries came about as a foreseeable and

proximate result of the Defendants' dissemination of inaccurate, misleading, materially incomplete, false, and otherwise inadequate information concerning the effects of exposure and ingestion of Plavix to the medical community, physicians, Plaintiff's physician, Plaintiff and other foreseeable users of Plavix.

61. Plaintiff has experienced and will continue to experience medical and related expenses, loss of ability to provide household services, disfigurement, disability, pain and suffering, psychological injury and other injuries and damages due to the injuries suffered caused by the ingestion of Defendants' Plavix drug products.

62. The running of any statute of limitations has been tolled by reason of Defendants' fraudulent concealment. Defendants, through failing to disclose, for eight years, the truth about the safety and efficacy of Plavix, to Plaintiff's physicians and/or Plaintiff, and misrepresenting Plavix as safe and efficacious for its intended use, actively concealed from said individuals the true risks associated with the use of Plavix drug products.

63. Plaintiff had no knowledge that Defendants was engaged in the wrongdoing alleged herein. Because of the fraudulent acts of concealment of wrongdoing by the Defendants, the Plaintiff could not have reasonably discovered the wrongdoing at any time prior to the commencement of this action.

64. Neither, Plaintiff, nor Plaintiff's physicians, could have possibly determined the nature, extent and identity of related health risks associated with Plavix, and reasonably relied on Defendants to disseminate truthful and accurate safety and efficacy information about its drug and warn of the side effects complained of herein.

65. Furthermore, Defendants are estopped from relying on any statute of limitations because of their fraudulent concealment of the defective nature of Plavix. Defendants were under a duty to disclose the true character, quality, and nature of Plavix because this was non-

public information over which the Defendants have, and continue to have, exclusive control, and because Defendants knew this information was not available to the Plaintiff or their physicians. In addition, the Defendants are estopped from relying on any statute of limitations because of their concealment of these facts.

COUNT I

STRICT PRODUCTS LIABILITY

(Failure to Warn)

66. Plaintiffs incorporate by reference paragraphs 1 through 107 above, as if fully set forth.

67. At all relevant times the Defendants were engaged in the business of manufacturing, designing, testing, marketing, promoting, distributing, and/or selling Plavix.

68. Plavix is defective and unreasonably dangerous to consumers.

69. At all times mentioned in this Complaint Plavix was defective and/or unreasonably dangerous to Plaintiffs and other foreseeable users at the time it left the control of the Defendants.

70. Plavix is defective in its design or formulation in that when it left the hands of the Defendants, its foreseeable risks exceed the benefits associated with its design and formulation and/or it was more dangerous than an ordinary consumer would expect.

71. The foreseeable risks associated with the design or formulation of Plavix, include, but are not limited to, the fact that the design or formulation of Plavix is more dangerous than a reasonably prudent consumer would expect when used in an intended and reasonably foreseeable manner.

72. At all times material to this action, Plavix was expected to reach, and did reach consumers in the State of Arizona and throughout the United States, including the Plaintiff, without substantial change in the condition in which it was sold.

73. Defendants, developed, marketed and distributed Plavix drug products to the general public even after learning of the design and manufacturing defects that threatened the intended use of Plavix.

74. Defendants knew or should have known through testing, adverse event reporting, or otherwise, that Plavix created a high risk of bodily injury and serious harm.

75. The dangerous propensities of Plavix drug products were known or scientifically knowable, through appropriate research and testing, to the Defendants at the time said Defendants distributed, supplied, or sold Plavix, and not known to ordinary physicians who would be expected to prescribe Plavix for their patients.

76. Plavix drug products, as distributed, were defective and unreasonably dangerous inasmuch as Plavix were not accompanied by warnings and instructions that were appropriate and adequate to render Plavix reasonably safe for their ordinary, intended, and reasonably foreseeable uses, in particular the common, foreseeable, and intended use of Plavix.

77. In order to advance Defendant's own pecuniary interests, Defendants intentionally proceeded with the manufacturing, the sale and distribution, and marketing of Plavix drug products with knowledge that consumers would be exposed to serious danger.

78. At all times material to this action, Plavix was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a "defective" and "unreasonably dangerous" condition, at the time it was placed in the stream of commerce in ways that include, but are not limited to one or more of the particulars:

(a) At the time Plavix left the control of the Defendants Plavix was defective and unreasonably dangerous due to a failure to contain adequate warnings or instructions, or, in the alternative, because it was designed in a defective manner, or, in the alternative, because Plavix breached an express warranty or failed to conform to other expressed factual representations upon which Plaintiffs' physicians justifiably relied, or because it breached an implied warranty, all of which proximately caused the damages for which Plaintiffs seek recovery herein.

(b) Plavix drug products were not reasonably safe as designed, taking into account the foreseeable risks involved in its use at the time Plavix left the possession of the Defendants, and that such risks clearly outweighed the utility of Plavix therapy or its therapeutic benefits, and subjected Plaintiffs to the risk of suffering avoidable heart attacks, strokes, blood disorders, abnormal bleeding and even death in an unacceptably high number of its users;

(c) At the time Plavix left the control of the Defendants Plavix possessed a dangerous characteristic that may cause damage and it was not reasonably safe due to inadequate or defective warnings or instructions that were known or reasonably scientifically knowable at the time Plavix left the possession of the Defendants. Specifically, although the Defendants were well aware that Plavix products could potentially cause severe side effects.

(d) The Defendants' warnings or instructions were not of a nature that a reasonably prudent drug company in the same or similar circumstances would have provided with respect to the danger. There were no warnings or instructions that communicate sufficient information on the dangers and safe use of Plavix taking into account the characteristics of the Plavix, and/or the ordinary knowledge common to the physician who prescribes and the consumer who purchases Plavix, such as the Plaintiffs.

(e) Plavix manufactured and supplied by the Defendants were further defective due to inadequate post-marketing warning or instruction because, after the Defendants knew or should have known of the risks of injury from Plavix drug products associated with the use as commonly prescribed, Defendants failed to promptly respond to and adequately warn about the risks of suffering avoidable heart attacks, strokes, blood disorders, abnormal bleeding and death associated with the use of Plavix.

(f) When placed in the stream of commerce of commerce, Plavix was defective in design and formulation, making the use of Plavix more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other similar drugs on the market including Aspirin;

(g) Plavix was insufficiently tested.

79. The Defendants knew, or in light of reasonably available scientific knowledge should have known, about the danger that caused the injuries for which Plaintiff seeks recovery.

80. The Defendants knew or in light of reasonably available scientific knowledge should have known about the danger associated with use of Plavix that caused the damages for which Plaintiff seeks recovery.

81. The reasonably foreseeable use of Plavix involved substantial dangers not readily recognizable by the ordinary physician who prescribed Plavix or the patient, including Plaintiff, who

consumed Plavix drug products.

82. The Defendants knew that Plavix drug products were to be prescribed by physicians and used by consumers without inspection for defects in the product or in any of its components or ingredients and that Plavix were not properly prepared nor accompanied by adequate warnings of the dangerous propensities that were known or reasonably scientifically knowable at the time of distribution.

83. Plaintiff and Plaintiff's physicians did not know, nor had reason to know, at the time of the use of Defendants' Plavix drug products, or at any time prior to its use, of the existence of the above-described defects and inadequate warnings.

84. The above defects caused serious injuries to Plaintiff when Plavix was used in its intended and foreseeable manner, and in the manner recommended by the Defendants and/or in a non-intended manner that was reasonably foreseeable.

85. In addition, at the time that Plavix left the control of the Defendants, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of Plaintiff's injuries without impairing the reasonably anticipated or intended function of Plavix. These safer designs were economically and technologically feasible and would have prevented or significantly reduced the risk of Plaintiff's injuries without substantially impairing Plavix's utility.

86. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff suffered severe and irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the

evidence.

COUNT II

STRICT PRODUCT LIABILITY

(Pursuant to Restatement Second of Torts 402(a) (1965)

87. Plaintiff repeats, re-alleges the allegations set forth in the paragraphs above as if fully set forth herein.

88. The Plavix manufactured and/or distributed and/or supplied by defendants was defective in design or formulation in that, when it left the hands of the manufacturers and/or suppliers and/or distributors, the foreseeable risks exceed the benefits associated with the design and formulation of the drug.

89. Alternatively, the Plavix manufactured and/or distributed and/or supplied by defendants was defective in design or formulation in that, when it left the hands of the manufactures and/or suppliers and/or distributors, it was unreasonably dangerous, it was more dangerous than an ordinary consumer would expect and more dangerous than alternative drugs available for the treatment of acute coronary syndrome, recent myocardial infarction, or established peripheral arterial disease.

90. There existed, at all times material hereto, safer alternative medications.

91. Defendant did not perform adequate testing upon PLAVIX. Adequate testing would have revealed that PLAVIX causes serious adverse effects as described in this complaint with respect to which full and proper warnings accurately and fully reflecting symptoms, scope, and severity should have been made.

92. The PLAVIX manufactured, designed, marketed, distributed and/or sold by defendants was unaccompanied by proper and adequate warnings regarding adverse effects

associated with the use of PLAVIX and the severity and duration of such adverse effects; the warnings given did not accurately reflect the symptoms, scope or severity of adverse effects and did not accurately relate the lack of efficacy.

93. Defendant did not warn the FDA of material facts regarding the safety and efficacy of PLAVIX, which facts defendant knew or should have known.

94. The PLAVIX manufactured and/or distributed and/or supplied by defendant was defective due to inadequate post-marketing warning or instructions, because, after the defendant knew or should have known of the risk of injury from PLAVIX, they failed to provide adequate warnings to users or consumer of PLAVIX and continued to promote PLAVIX.

95. As a result of the defective condition of PLAVIX, Plaintiff has suffered damage and injury.

COUNT III

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

96. Plaintiff repeats, and re-alleges the allegations set forth in the paragraphs above as if fully set forth herein.

97. Through intentional, reckless, and extreme conduct Defendants knowingly denied Plaintiff adequate opportunity in measuring the level of risk related to Plavix drug products. By withholding information of known design and manufacturing defects and concealing those fatal problems, Defendants created a false sense of security for Plaintiff, who assumed the reasonable safety of Plavix.

98. Defendants' conduct of intentional omission, concealment, and failure to warn of the design and manufacturing defects caused Plaintiff to suffer injuries, harm, and economic loss as alleged herein, including a permanent and substantial injuries, and expenses attributable to Plaintiff's condition.

99. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff developed severe side effects as described herein, and suffered irreparable bodily injury; suffered and will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

100. The injuries described herein entitle Plaintiff to compensatory damages and equitable and declaratory relief, along with all appropriate damages according to proof.

COUNT IV

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

101. Plaintiff repeats and re-alleges the allegations set forth in the paragraphs as if fully set forth herein.

102. Defendants negligently failed to disclose or warn of the inherent risks and defects associated with the use of Plavix drug products. Defendants negligently manufactured, distributed, marketed, and sold Plavix to Plaintiff, while knowingly concealing design, manufacturing and safety defects, and misrepresenting the risks of severe side effects, quality, safety, and efficacy of Plavix.

103. Defendants' negligent conduct inflicted Plaintiff with severe emotional distress through Plaintiff's subsequent injuries resulting from the use of Plavix.

104. Defendants' negligent conduct of willful omission and concealment of design, manufacturing and safety defects in order to induce ingestion of their Plavix drug products caused Plaintiff severe emotional distress.

105. As a direct and proximate result of the wrongful acts of the Defendants, Plaintiff developed severe side effects as described herein and suffered irreparable bodily injury; suffered and

will continue to suffer great pain of body and mind; suffered and will continue to suffer great embarrassment and humiliation; suffered and will continue to suffer permanent impairment to Plaintiff's earnings capacity; incurred and will continue to incur expenses for medical treatment of Plaintiff's injuries; suffered and will continue to suffer the loss of enjoyment of life and have been otherwise damaged to be further shown by the evidence.

COUNT V

COMMON LAW FRAUD

106. Plaintiff repeats, and re-alleges the allegations of the prior paragraphs as if set forth at length herein.

107. Defendant made material representations that were false and that were either known to be false when made or were asserted without knowledge of their truth. Defendant had in its possession adverse drug event reports, drug studies and other documentation about PLAVIX and yet made the following misrepresentations:

a. Misrepresentations regarding the frequency of PLAVIX related adverse event reports or occurrences in the PLAVIX label, package, insert or PDR label;

b. Misrepresentations as to existence, occurrence and frequency of occurrences, severity and extent of the overall risks of PLAVIX;

c. Misrepresentations as to the efficacy of PLAVIX;

d. Misrepresentations as to the number of adverse events, deaths and birth defects, reported with the use of PLAVIX;

e. Misrepresentations regarding the nature, seriousness, and severity of adverse events reported with the use of PLAVIX.

108. Defendants intended that these misrepresentations be relied upon by physicians, including Plaintiff's physicians, healthcare providers and consumers. Plaintiff did rely upon the

misrepresentations that caused Plaintiff's injuries.

COUNT VI

NEGLIGENCE

109. Plaintiff repeats and re-alleges the allegations of the prior paragraphs as if fully set forth at length herein.

110. Defendants owed Plaintiff legal duties in connection with its development, manufacture and distribution of PLAVIX. Defendants breached those duties, proximately causing Plaintiff's injuries. Specifically, Defendants failed to meet its duty to use reasonable care in the testing, creating, designing, manufacturing, labeling, packaging, marketing, selling and warning of PLAVIX. Defendant is liable for acts and/or omissions amounting to negligence, gross negligence and/or malice, including, but not limited to the following:

(a) Failure to adequately warn Plaintiff and Plaintiff's physicians of the known or reasonably foreseeable danger that Plaintiff would suffer a serious injury or death by ingesting PLAVIX;

(b) Failure to adequately warn Plaintiff and Plaintiff's physicians of the known or reasonably foreseeable danger that Plaintiff would suffer a serious injury or death by ingesting PLAVIX in unsafe doses;

(c) Failure to use reasonable care in testing and inspecting PLAVIX so as to ascertain whether or not it was safe for the purpose for which it was designed, manufactured and sold;

(d) Failure to use reasonable care in implementing and/or utilizing a reasonably safe design in the manufacture of PLAVIX;

(e) Failure to use reasonable care in the process of manufacturing PLAVIX in a reasonably safe condition for the use for which it was intended;

(f) Failure to use reasonable care in the manner and method of warning Plaintiff and Plaintiff's physicians as to the danger and risks of using PLAVIX in unsafe doses;

(g) Such further acts and/or omissions that may be proven at trial.

111. The above-described acts and/or omissions of Defendant were a direct and proximate cause of the severe, permanent and disabling injuries and resulting damages to Plaintiff.

COUNT VII

NEGLIGENT MISREPRESENTATION

112. Plaintiff repeat and re-allege the allegation of the prior paragraphs as if fully set forth herein.

113. Defendant failed to communicate to Plaintiff and/or the general public that the ingestion of PLAVIX could cause serious injuries after it became aware of such risks. Instead, Defendant represented in its marketing that PLAVIX was safe and effective.

114. Plaintiff brings this cause of action against Defendant under the theory of negligent misrepresentation for the following reasons:

a. Defendant, individually, and through its agents, representatives, distributors and/or employees, negligently misrepresented material facts about PLAVIX in that they made such misrepresentations when they knew or reasonably should have known of the falsity of such misrepresentations. Alternatively, Defendant made such misrepresentations without exercising reasonable care to ascertain the accuracy of these representations;

b. The above misrepresentations were made to Plaintiff, as well as the general public;

c. Plaintiff and their healthcare providers justifiably relied on Defendant's misrepresentations; and

d. Consequently, Plaintiff ingested PLAVIX to Plaintiff's detriment. Defendant's negligent misrepresentations proximately caused Plaintiff's injuries and monetary loss.

COUNT VIII

FRADULENT MISREPRESENTATION

115. Plaintiff repeats and re-alleges the allegation of the prior paragraphs as if fully set forth herein.

116. Defendant is engaged in the business of selling PLAVIX. By advertising, labels, or otherwise, Defendant has made to Plaintiff, and the public, a misrepresentation of a material fact concerning the character or quality of PLAVIX.

117. Plaintiff justifiably relied on Defendant's misrepresentation in purchasing PLAVIX.

Plaintiff has suffered physical harm proximately caused by Defendant's misrepresentations regarding the character or quality of PLAVIX.

COUNT IX

EXPRESS WARRANTY

118. Plaintiff repeats and re-alleges the allegation of the prior paragraphs as if fully set forth herein.

119. Defendants is a merchant and/or seller of PLAVIX. Defendants sold Plavix to consumers, including Plaintiff, for the ordinary purpose for which consumers use such drugs. Defendants made representations to Plaintiff about the quality or characteristics of PLAVIX by affirmation of fact, promise and/or description. The representation by Defendants became part of the basis of the bargain between Defendants and Plaintiffs. PLAVIX did not comport with the representations made by Defendants in that it was not safe for the use for which it was marketed. This breach of duty by Defendants was a proximate cause of the injuries and monetary loss suffered by Plaintiff.

COUNT X

IMPLIED WARRANTY

120. Plaintiff repeats and re-alleges the allegation of the prior paragraphs as if fully set forth herein.

A. WARRANTY OF MERCHANTABILITY

121. Defendants are merchant and/or sellers of PLAVIX. PLAINTIFF purchased PLAVIX from Defendant and used PLAVIX for the ordinary purpose for which consumers use it. At the time it was purchased by Plaintiff, PLAVIX was not fit for the ordinary purpose for which such drugs are used. PLAVIX was not fit for the ordinary purpose for which such drugs are used because it was not manufactured, designed or marketed in a manner to accomplish its purpose safely.

Defendant's breach of its implied warranty of merchantability caused Plaintiff's injuries and monetary losses.

B. WARRANTY OF FITNESS

122. Defendants sold PLAVIX to Plaintiff with the knowledge that Plaintiff was purchasing PLAVIX for a particular purpose. Further Defendants, knew, or should have known, that Plaintiff was relying on Defendant's skill or judgment to select goods fit for Plaintiff's purpose.

123. Defendant delivered goods that were unfit for Plaintiff's particular purpose, and thus breached its implied warranty of fitness. Defendant's failure to select and sell a product, which was reasonably safe for its intended use proximately, caused Plaintiff's injuries and monetary losses.

THEREFORE, the Plaintiff demands judgment as to all counts in Plaintiff's favor and against DEFENDANTS in a sum in excess of the jurisdictional requirement of this court; for costs herein incurred; attorney's fees; for such other and further relief as this Court deems just and proper; and demands that the issues herein contained be tried to a jury.

DATED this 13th day of January, 2011.

By:_____

Jeffrey B. Miller, Esq.
Gabriel V. Kory, Esq.
MILLER WEBER KORY LLP
1112 East Washington Street
Phoenix, Arizona 85034
Attorney for Plaintiff

ORIGINAL of the foregoing filed with the Clerk of Court this 13th day of January, 2011.

By :_____

MICHAEL K. JEANES, CLERK
BY T Allen DEP
FILED
11 JAN 13 PM 4:08

Jeffrey B. Miller #009771
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robertsalim@cp-tel.net

Pro Hac to Be Submitted

IN SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

BEATRICE MILLS, Plaintiff, v. BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and SANOFI-SYNTHELABO, INC. Defendants.	Case No. CV2011-000415 **CERTIFICATE REGARDING EXPERT TESTIMONY**

Jeffrey B. Miller, the attorney for Plaintiff herein, hereby certifies that expert opinion testimony is necessary to prove the standard of care or liability with respect to Plaintiff's claims against defendants, BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS, U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., AND SANOFI-SYNTHELABO, INC., and/or its agents, servants and/or employees.

DATED this 13th day of January, 2011.

By:_____

Jeffrey B. Miller, Esq.
Gabriel V. Kory, Esq.
MILLER WEBER KORY LLP
1112 East Washington Street
Phoenix, Arizona 85034
Attorney for Plaintiff

ORIGINAL of the foregoing filed with the Clerk of Court this 13th day of January, 2011.

By :_____

MICHAEL K. JEANES, CLERK
BY [signature] DEP
FILED
11 JAN 13 PM 4:09

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Pro Hac to Be Submitted

IN SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

BEATRICE MILLS, Plaintiff, v. BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and SANOFI-SYNTHELABO, INC. Defendants.	Case No. CV 2011 ~~CV2011~~-000415 **CERTIFICATE REGARDING COMPULSORY ARBITRATION**

The undersigned certifies that he knows the dollar limits and any other limitations set forth by the Local Rules of Practice for Maricopa County Superior Court, and further certifies that this case is not subject to compulsory arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

DATED this 13th day of January, 2011.

By: _____

Jeffrey B. Miller, Esq.
Gabriel V. Kory, Esq.
MILLER WEBER KORY LLP
1112 East Washington Street
Phoenix, Arizona 85034
Attorney for Plaintiff

ORIGINAL of the foregoing filed with the Clerk of Court this 13th day of January, 2011.

By : _____

Office Distribution

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

FILED
4/20/2011
Clerk of the Court

Ct. Admin
Deputy

4/16/2011

COURT ADMINISTRATION

Case Number: CV2011-000415

Beatrice Mills

V.

Bristol-Myers Squibb Company

The Judge assigned to this action is the Honorable Sam J Myers

NOTICE OF INTENT TO DISMISS FOR LACK OF SERVICE

You are hereby notified that the complaint filed on 1/13/2011 is subject to dismissal pursuant to Rule 4 (i), Arizona Rules of Civil Procedure. The deadline for completing service is 5/13/2011. If no judge has extended time for completing service and no defendants have been served by this date, this case will be dismissed.

Superior Court of Maricopa County - integrated Court Information System

Endorsee Party Listing

Case Number: CV2011-000415

Party Name	Attorney Name	
Beatrice Mills	Gabriel V Kory	Bar ID: 022536

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MICHAEL K. JEANES, CLERK
RECEIVED CCC #6
DOCUMENT DEPOSITORY

11 MAY -9 PM 4:16

FILED
BY C Allen, DEP.

IN SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

BEATRICE MILLS, Plaintiff, v. BRISTOL-MYERS SQUIBB COMPANY, SANOFI-AVENTIS U.S., L.L.C., SANOFI-AVENTIS, U.S., INC., and SANOFI-SYNTHELABO, INC. Defendants.	Case No. CV 2011-000415 **MOTION AND CONSENT OF LOCAL COUNSEL FOR PRO HAC VICE ADMISSION OF PATTY ANN TRANTHAM** *(Assigned to the Honorable Sam Myers)*

Jeffrey B. Miller, attorney for Plaintiff herein, pursuant to Rules 33 (c) and 34 (d), Rules of Supreme Court, moves this Court to admit Patty Ann Trantham as counsel pro hac vice in this action.

Pursuant to Rule 34(b), Rules of the Supreme Court, the following exhibits are attached hereto:

A. the Original Verified Application for Patty Ann Trantham;

B. the Original Certificates of Good Standing for Patty Ann Trantham;

C. the State Bar of Arizona Notice of Receipt for Patty Ann Trantham;

The filing fees as required by Rule 34(d) have been submitted to the State Bar of Arizona. I hereby agree to serve as designated local counsel for the subject case. A proposed Order admitting Patty Ann Trantham accompanies this Motion.

RESPECTFULLY SUBMITTED this 9th day of May, 2011.

MILLER WEBER KORY LLP

By _____
Jeffrey B. Miller, Esq.
1112 East Washington Street
Phoenix, Arizona 85034
Attorneys for Plaintiff

ORIGINAL of the foregoing filed with the Clerk of the Court this 9th day of May, 2011, with a copy for delivery to:

The Honorable Sam Myers
MARICOPA COUNTY SUPERIOR COURT
Central Court Building - #7
201 West Jefferson
Phoenix, Arizona 85003-2243

COPY of the foregoing mailed this 9th day of May, 2011, to:

P. Ann Trantham, Esq.
1901 Texas Street
Natchitoches, LA 71457

By _____

Case 2:11-cv-00968-FJM Document 1-1 Filed 05/16/11 Page 64 of 71

A

STATE BAR OF ARIZONA

For Official Use Only
App# 1006140
Bar Number# P179482

Attn: Pro Hac Vice Dept
PO Box 53099
Phoenix, AZ 85072-3099
Phone: 602-340-7239

Application for Appearance Pro Hac Vice

PART I: Applicant Information

Name of Applicant: Patty Ann Trantham

Firm/Company Name: Law Office of Robert L. Salim

Office Address: 3100 Richmond Ave., Suite 480, Houston, TX 77098

Telephone: 713-528-0366 Fax: Email Address: patrantham@gmail.com

Residence Address: 1716 Washington Ave., Suite H, Houston, TX 77007

Title of cause or case where applicant seeks to appear: Beatrice Mills v. Bristol-Myers Squibb et. al.

Docket Number: CV2011-000415

Court, Board, or Administrative Agency: Superior Court of Arizona, County of Maricopa

Party on whose behalf applicant seeks to appear: Beatrice Mills

Pursuant to Arizona Supreme Court Rule 38(i)(3), the applicant shall complete the information below:

Courts to Which Applicant Has Been Admitted: *(Attach additional pages if needed)*	Date of Admission:	Bar Number:
United States Court of Appeal, Fifth Circuit	December 2009	
Supreme Court of Texas	May 2009	24067910
Supreme Court of Louisana	April 2007	30972

☑ Applicant is a member in good standing in such courts.

☑ Applicant is not currently disbarred or suspended in any court.

Applicant ☐ is / ☑ is not **(select one)** currently subject to any pending disciplinary proceeding or investigation by any court, agency or organization authorized to discipline attorneys at law.

In the preceding three (3) years, applicant has filed applications to appear as counsel under AZ ST S.Ct., Rule 38(a) in the following:

Title of Matter:	Docket #:	Court or Agency:	App Granted? (Y/N)
Villafane v. Teva Pharmaceuticals	CV-10-1099-PHX-ROS	USDC District of Arizona	Y

This case or cause ☐ is / ☑ is not **(select one)** a related or consolidated matter for which applicant has previously applied to appear pro hac vice in Arizona. If this matter is a related or consolidated with any previous application, Applicant certifies that he/she will review and comply with appropriate rules of procedure as required in the underlying cause.
If applicable, please provide related or consolidated matter application or docket#

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Revised 01/15/09

PART II: Local Counsel Information

Name of Arizona Local Counsel: Jeffrey B. Miller

State Bar of Arizona Number: 009771

Address: 1112 East Washington St., Phoenix, AZ 85034

Telephone: 602-253-3554 Fax: 602-340-1896 Email Address: jeff@rmgmo.com

☑ Local Counsel is a member in good standing.

☑ Local Counsel associating with a nonresident attorney in a particular cause shall accept joint responsibility with the nonresident attorney to the client, to opposing parties and counsel, and to court, board, or administrative agency in that particular cause.

PART III: Parties and Certification

Name(s) of each party in this cause and name and address of all counsel of record:

Party:	Counsel of Record:	Address:
Beatrice Mills	Jeffrey B. Miller	1112 E. Washington St, Phoenix, AZ

☑ Applicant is including with this application a nonrefundable application fee, payable to the State Bar of Arizona, in the amount of $460.00. Fifteen percent of the non-refundable application fee paid pursuant to this section shall be deposited into a civil legal services fund to be distributed by the Arizona Foundation for Legal Services and Education entirely to approved legal services organizations, as that term is defined in subparagraph (f) of this rule.

☑ Applicant is furnishing a certificate from the state bar or from the clerk of the highest admitting court of each state, territory, or insular possession of the United States in which the nonresident attorney has been admitted to practice law certifying the nonresident attorney's date of admission to such jurisdiction and the current status of the nonresident attorney's membership or eligibility to practice therein. The certificate furnished shall be no more than forty-five (45) days old.

Applicant certifies the following:

1. Applicant shall be subject to the jurisdiction of the courts and agencies of the State of Arizona and to the State Bar of Arizona with respect to the law of this state governing the conduct of attorneys to the same extent as an active member of the State Bar of Arizona, as provided in Rule 46(b) Rules of the Supreme Court.
2. Applicant will review and comply with appropriate rules of procedure as required in the underlying cause.
3. Applicant understands and shall comply with the standards of conduct required of members of the State Bar of Arizona.

Verification

STATE OF Louisiana)

County of Natchitoches) ss.

I, Patty Ann Trantham, swear that all statements in the application are true, correct and complete to the best of my knowledge and belief.

Dated: April 28, 2011 Applicant's Signature: Patty Ann Trantham

SUBSCRIBED AND SWORN TO before me this 28th day of April, 2011, by Patty Ann Trantham.

Name of Applicant

Robert Tyler Salter

Notary Public

Revised 01/15/09

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B

United States of America

State of Louisiana

Supreme Court of the State of Louisiana

I, JOHN TARLTON OLIVIER, Clerk of the Supreme Court of the State of Louisiana, do hereby certify that

PATTY ANN TRANTHAM, ESQ., #30972

was duly admitted and licensed to practice as an attorney and counselor at law in this Court and the several courts of the State of Louisiana, on the 26th Day of April, 2007 A.D.; and is currently in good standing, and sufficiently qualified to perform the duties of an attorney and counselor at law.

IN WITNESS WHEREOF, I hereunto sign my name and affix the seal of this Court, at the City of New Orleans, this the 13th Day of April, 2011, A.D.

Clerk of Court
Supreme Court of Louisiana

The Supreme Court of Texas

AUSTIN

CLERK'S OFFICE

I, BLAKE HAWTHORNE, Clerk of the Supreme Court of Texas, certify that the records of this office show that

Patty Ann Faulkenberry Trantham

was duly admitted and licensed as an attorney and counselor at law by the Supreme Court of Texas on the 1st day of May, 2009.

I further certify that the records of this office show that, as of this date

Patty Ann Faulkenberry Trantham

is presently enrolled with the State Bar of Texas as an active member in good standing.

IN TESTIMONY WHEREOF witness my hand and the seal of the Supreme Court of Texas at the City of Austin, this, the 11th day of April, 2011.

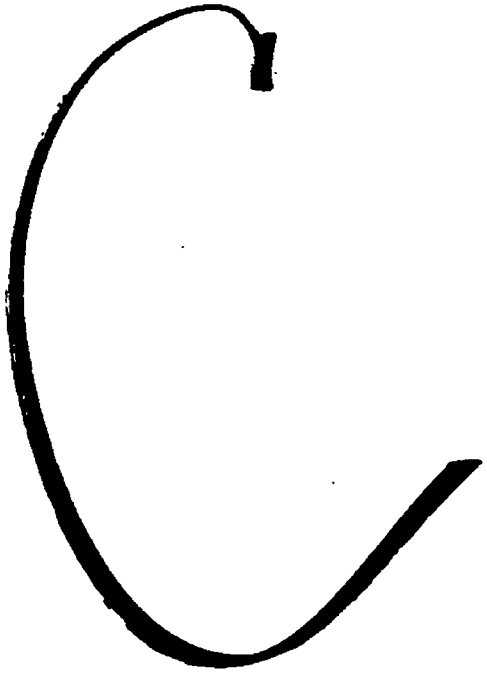
BLAKE HAWTHORNE, Clerk

by Brad Sonego

Brad Sonego, Deputy Clerk

No. 0411T

This certification expires thirty days from this date, unless sooner revoked or rendered invalid by operation of rule or law.



Maricopa Superior Court

Beatrice Mills, Plaintiff v. Bristol-Myers Squibb et al, Defendant.	)	CASE # **CV2011-000415** SBA App #1006140 **NOTICE OF RECEIPT OF COMPLETE APPLICATION**

NOTICE IS HEREBY given by THE STATE BAR OF ARIZONA that it has received the verified application and fee from Patty Trantham.

In addition to this application, applicant has made the following applications to appear pro hac vice, pursuant to Rule38 (a), within the previous three (3) years:

Title of Matter	Court/Agency	Date	Granted?

Exhibit A, the original verified application and Exhibit B, the original Certificate(s) of Good Standing are attached hereto.

DATED this 6st day of May 2011

Fabiola Perez
Resource Center
State Bar of Arizona

Original Mailed on this 6st day of May 2011 to:

Jeffrey Boyd Miller
Roush McCracken Guerrero Miller & Ortega
1112 E Washington St
Phoenix, AZ 85034-1010